



CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED TO

EATON ACADEMY
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

JULY 1, 2023

TABLE OF CONTENTS

<u>Contract Documents</u>	<u>Tab</u>
Resolutions Establishing the Method of Selection, Length of Term, and Number of Members of Board of Directors	A
Terms and Conditions of Contract.....	B
Contract Schedules.....	C
Schedule 1: Restated Articles of Incorporation	1
Schedule 2: Amended Bylaws	2
Schedule 3: Fiscal Agent Agreement.....	3
Schedule 4: Oversight, Compliance and Reporting Agreement	4
Schedule 5: Description of Staff Responsibilities	5
Schedule 6: Physical Plant Description	6
Schedule 7: Required Information for a Public School Academy	7
• Section a: Governance Structure	a
• Section b: Educational Goal and Related Measures	b
• Section c: Educational Programs.....	c
• Section d: Curriculum	d
• Section e: Methods of Pupil Assessment	e
• Section f: Application and Enrollment of Students	f
• Section g: School Calendar and School Day Schedule	g
• Section h: Age or Grade Range of Pupils	h
Schedule 8: Information Available to the Public and The Center	8

REAUTHORIZING RESOLUTION

REAUTHORIZATION OF PUBLIC SCHOOL ACADEMY

Eaton Academy

Recitals:

1. At its April 19, 2018, meeting this board authorized the issuance of a contract to charter as a public school academy to Eaton Academy. On July 1, 2018, the contract was effective.
2. The contract of this academy expires June 30, 2023.
3. The Governor John Engler Center for Charter Schools has completed its evaluation and assessment of the operation and performance of Eaton Academy.
4. The university president or designee has recommended the reissuance of a contract to charter as a public school academy to Eaton Academy. The term of the contract is recommended for a term not to exceed five (5) years.

BE IT RESOLVED, That this board approves and authorizes the execution of a contract to charter as a public school academy to Eaton Academy for a term not to exceed five (5) years and authorizes the chair of the board to execute a contract to charter as a public school academy and related documents between Eaton Academy and the Central Michigan University Board of Trustees, provided that, before execution of the contract, the university president or designee affirms that all terms of the contract have been agreed upon and Eaton Academy is able to comply with all terms and conditions of the contract.

CMU BDT APPROVED

Date: 12/8/22

Signature: Mary Jane Flanagan



BOARD OF TRUSTEES

PROPOSAL FOR BOARD ACTION: CONSENT AGENDA

Public School Academy Board of Directors: Method of Selection, Appointment, and Removal

Project Description:

After reviewing the exigent appointment process, the Center for Charter Schools believes that this process cannot adequately protect the University Board from a situation where an academy governing board and the educational service provider simultaneously resign. The challenges in recruiting, interviewing and appointing a new board (or at least three members who could meet as a quorum), and have the new board contract with a new educational service provider, is time consuming and cannot be accomplished quickly. Accordingly, the Center recommends that the University Board charter contracts include a revision to a provision regarding the appointment of a conservator/manager on a temporary basis to address situations such as the en masse resignation of an academy governing board.

The conservator/manager would have all the powers and duties of the academy’s governing board and would function in the board’s place upon appointment. The conservator/manager would be designated by the University President or his or her designee upon consultation with the University Board Chair. The current conservator/manager provision required the action of the full University Board to appoint a conservator/manager. In order for this change to occur, the University Board’s Method of Selection, Appointment and Removal Policy must be amended.

Proposed by: Provost Gealt

PROPOSED RESOLUTION: CONSENT AGENDA

Public School Academy Board of Directors: Method of Selection, Appointment, and Removal

BE IT RESOLVED, That the policy titled Public School Academy Board of Directors: Method of Selection, Appointment, and Removal as amended and dated February 15, 2018, is adopted and replaces the Public School Academy Board of Directors: Method of Selection, Appointment and Removal approved and dated December 7, 2006, July 12, 2007 and July 14, 2011; and Be it further

RESOLVED, That these provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued. This applies to new and existing charter contracts issued under Part 6A, Part 6E or MCL 380.1311b to MCL 380.1311m of the Revised School Code. The charter schools office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

CMU BDT APPROVED

Date: 2/15/18

Signature: M. J. Mangano

Public School Academy Board of Directors: Method of Selection, Appointment and Removal

The Central Michigan University Board of Trustees declares that the method of selection, length of term, and number of board members shall be as follows.

Method of Selection and Appointment

The Central Michigan University Board of Trustees ("University Board") shall prescribe the method of appointment for members of an academy's board of directors. The director of the charter schools office is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Public School Academy Board Appointment* and is in accord with these policies:

- a. The University Board shall appoint the initial and subsequent academy board of directors by resolution, except as prescribed by subparagraphs d and e. The director of the charter schools office shall recommend qualified individuals to the University Board, and ensure that the board of directors includes representation from the local community where the academy is located.
- b. The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the director of the charter schools office at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the charter schools office. The director of the charter schools office may or may not recommend the appointment of a nominee submitted by the academy board. If the director of the charter schools office does not recommend the appointment of a nominee submitted by the academy board, he/she may select and recommend another nominee or may request the academy board submit a new nominee for consideration.
- c. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- d. Under exigent conditions, and with the approval of the University Board's chair and the president, the director of the charter schools office may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.
- e. In the event that the health, safety and welfare of an academy's students, property or funds are at risk, the president, after consulting with the University Board's chair, may appoint a person to serve as a conservator for the academy. Upon appointment, the conservator shall have all the powers of the academy's board of directors and shall act in the place and stead of the academy's board of directors. After the President appoints a conservator, the full Board of Trustees shall receive notice of the appointment as soon as possible. The president shall appoint the conservator for a definite term which may be extended in writing. During the conservator's appointment, the academy's board of directors, and all powers of the academy's board of directors, are suspended. The charter contract shall set forth any additional powers granted to the conservator during their appointment. All appointments made under this

Date: 2/15/18

Signature: My Hanagar

provision must be presented to the University Board for final determination at its next regularly scheduled meeting.

Length of Term

The director of an academy board shall serve at the pleasure of the University Board. Terms of the initial positions of the academy board of directors shall be staggered in accordance with *The Academy Board of Directors Table of Staggered Terms and Appointments* established and administered by the director of the charter schools office. Subsequent appointments shall be for a term of office not to exceed four (4) years, except as prescribed by *The Academy Board of Directors Table of Staggered Terms and Appointments*.

Removal and Suspension

If the University Board determines that an academy board member's service in office is no longer necessary, then the University Board may remove an academy board member with or without cause and shall specify the date when the academy board member's service ends. An academy board member may also be removed as part of a reconstitution under the charter contract or from office by a two-thirds (2/3) vote of the academy's board of directors for cause.

With the approval of the University Board's chair and the president, the director of the charter schools office may suspend an academy board member's service, if in his/her judgment the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the academy. Any suspension made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the University Board or its designee may deem that failure an exigent condition.

Qualifications of Academy Board 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 charter schools office including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the charter schools office.

The members of an academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of an educational management organization or educational management corporation that contracts with the academy; (c) a Central Michigan University official or employee, as a representative of Central Michigan University.

CMU BDT APPROVED

Date: 2/15/18

Signature: m J. Flanagan

Oath of Public Office

All members of the academy board of directors must take the constitutional oath of office and sign the *Oath of Public Office* before beginning their service. No appointment shall be effective prior to the filing of the *Oath of Public Office* with the charter schools office.

Note: These provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued or amended. The charter schools office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

Amended by Board of Trustees: 18-0215

Adopted by Board of Trustees: 98-0918, 06-1207, 07-0712 and 11-0714

CMU BDT APPROVED

Date: 2/15/18

Signature: my Haneja

TERMS AND CONDITIONS OF CONTRACT

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2023

ISSUED BY

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

CONFIRMING THE STATUS OF

EATON ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

ARTICLE I DEFINITIONS.....	1
Section 1.1. Certain Definitions.....	1
Section 1.2. Captions	3
Section 1.3. Gender and Number.....	4
Section 1.4. Statutory Definitions.....	4
Section 1.5. Schedules	4
Section 1.6. Application	4
Section 1.7. Conflicting Contract Provisions.....	4
ARTICLE II RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD.....	4
Section 2.1. Constitutional Status of Central Michigan University	4
Section 2.2. Independent Status of the Academy	4
Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University.....	4
Section 2.4. Academy Has No Power To Obligate or Bind the State of Michigan, the University Board or the University	5
Section 2.5. New Public School Academies Located Within the Boundaries of a Community District	5
ARTICLE III ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY	5
Section 3.1. University Board Resolutions.....	5
Section 3.2. University Board as Fiscal Agent for the Academy.....	5
Section 3.3. Oversight Responsibilities of the University Board.....	5
Section 3.4. University Board Administrative Fee	6
Section 3.5. University Board Approval of Condemnation	6
Section 3.6. Authorization to Employ or Contract	6
Section 3.7. Teacher Certification	6
Section 3.8. Administrator and Teacher Evaluation Systems.....	6
Section 3.9. Reimbursement of University Board Services.....	6
ARTICLE IV REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY	7
Section 4.1. Limitation on Actions in Performance of Governmental Functions.	7
Section 4.2. Other Permitted Activities.	7
Section 4.3. Academy Board Members Serve In Their Individual Capacity	7
Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes	7
Section 4.5. Prohibition of Identified Family Relationships.....	8
Section 4.6. Oath of Public Office.....	8
Section 4.7. Academy Counsel.....	8
ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY.....	9
Section 5.1. Nonprofit Corporation	9
Section 5.2. Articles of Incorporation.....	9

Section 5.3. Bylaws	9
ARTICLE VI OPERATING REQUIREMENTS	9
Section 6.1. Governance Structure	9
Section 6.2. Educational Goal and Related Measures	9
Section 6.3. Educational Programs	9
Section 6.4. Curriculum.....	9
Section 6.5. Methods of Pupil Assessment.....	9
Section 6.6. Application and Enrollment of Students.....	9
Section 6.7. School Calendar and School Day Schedule.....	10
Section 6.8. Age or Grade Range of Pupils	10
Section 6.9. Collective Bargaining Agreements	10
Section 6.10. Accounting Standards	10
Section 6.11. Annual Financial Statement Audit.....	10
Section 6.12. Address and Description of Physical Plant.....	10
Section 6.13. Contributions and Fund Raising	10
Section 6.14. Disqualified Organizational or Contractual Affiliations.....	10
Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and its Targeted Educational Outcomes.....	10
Section 6.16. Matriculation Agreements	11
Section 6.17. Postings of Accreditation Status	11
ARTICLE VII TUITION PROHIBITED	11
Section 7.1. Tuition Prohibited; Fees and Expenses.....	11
ARTICLE VIII COMPLIANCE WITH APPLICABLE LAWS	11
Section 8.1. Compliance with Applicable Law	11
ARTICLE IX AMENDMENT	11
Section 9.1. Amendments	11
Section 9.2. Process for Amendment Initiated by the Academy.....	11
Section 9.3. Process for Amendment Initiated by the University Board	11
Section 9.4. Final Approval of Amendments.....	12
Section 9.5. Change in Existing Law.....	12
Section 9.6. Emergency Action on Behalf of University Board.....	12
ARTICLE X CONTRACT REVOCATION, TERMINATION, AND SUSPENSION	12
Section 10.1. Statutory Grounds for Revocation	12
Section 10.2. Other Grounds for Revocation.....	12
Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.....	13
Section 10.4. Grounds and Procedures for Academy Termination of Contract.....	14
Section 10.5. Grounds and Procedures for University Termination of Contract	14

Section 10.6. University Board Procedures for Revoking Contract	14
Section 10.7. Contract Suspension	17
Section 10.8. Conservator; Appointment By University President.....	17
Section 10.9. Academy Dissolution Account	18
ARTICLE XI PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES.....	19
Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan	19
Section 11.2. Insurance.....	20
Section 11.3. Legal Liabilities and Covenant Against Suit	20
Section 11.4. Lease or Deed for Proposed Site.....	21
Section 11.5. Certificate(s) of Use and Occupancy	21
Section 11.6. New Building Construction or Renovations	21
Section 11.7. Criminal Background and History Checks; Disclosure of Unprofessional Conduct	21
Section 11.8. Special Education	21
Section 11.9. Information Available to the Public and the Center.....	21
Section 11.10. Deposit of Public Funds by the Academy.....	22
Section 11.11. Nonessential Elective Course	22
ARTICLE XII GENERAL TERMS.....	22
Section 12.1. Notices	22
Section 12.2. Severability	22
Section 12.3. Successors and Assigns	22
Section 12.4. Entire Contract.....	23
Section 12.5. Assignment	23
Section 12.6. Non-Waiver	23
Section 12.7. Governing Law	23
Section 12.8. Counterparts.....	23
Section 12.9. Term of Contract.....	23
Section 12.10. Indemnification of University.....	23
Section 12.11. Construction.....	24
Section 12.12. Force Majeure.....	24
Section 12.13. No Third Party Rights.....	24
Section 12.14. Non-agency.....	24
Section 12.15. University Board or the Center’s General Policies on Public School Academies Shall Apply	24
Section 12.16. Survival of Provisions.....	24
Section 12.17. Termination of Responsibilities	24
Section 12.18. Disposition of Academy Assets Upon Termination or Revocation of Contract	24
Section 12.19. Student Privacy	24

Section 12.20. Disclosure of Information to Parents and Legal Guardians, subject to Section 12.2225

Section 12.21. List of Uses for Student Directory Information; Opt Out Form; Notice to Student’s Parent or Legal Guardian26

Section 12.22. Confidential Address Restrictions26

Section 12.23. Partnership Agreement26

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

WHEREAS, the Central Michigan University Board of Trustees has considered and has approved the issuance of a contract to Eaton Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the Central Michigan University Board of Trustees issues a Charter Contract conferring certain rights, franchises, privileges, and obligations and confirms the Eaton Academy's status as a public school academy. In addition, the parties agree that the issuance of this Charter Contract is subject to the following terms and conditions:

ARTICLE I DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Charter 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 Eaton Academy which is established as a public school academy pursuant to this Charter 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, including all rules, regulations, and orders promulgated thereunder.
- (d) "Application" means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- (e) "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.
- (f) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (g) "Conservator" means an individual appointed by the President of Central Michigan University in accordance with Section 10.8 of these Terms and Conditions of Contract.

- (h) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions of Contract, the Reauthorizing Resolution, the Method of Selection, Appointment, and Removal Resolution, the Charter Contract Schedules 1-8, as defined below, the Educational Service Provider Policies, the Master Calendar of Reporting Requirements and the Application.
- (i) "Department" means the Michigan Department of Education.
- (j) "Director" means a person who is a member of the Academy Board.
- (k) "Educational Service Provider" or "ESP" means an educational management organization, or employee leasing company, 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, and which agreement has been submitted to the Center for review, has not been disapproved by the director of The Governor John Engler Center for Charter Schools, is consistent with the Educational Service Provider Policies, as they may be amended from time to time, and with Applicable Law.
- (l) "Educational Service Provider Policies" or "ESP Policies" means the Educational Service Provider Policies, adopted by The Governor John Engler Center for Charter Schools at Central Michigan University that apply to an agreement that has been entered into between an ESP and the Academy Board. The Educational Service Provider Policies may be amended from time to time. 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 of Contract.
- (m) "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 action or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (n) "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 and that has been submitted to The Governor John Engler Center for Charter Schools for review and has not been disapproved by the director of The Governor John Engler Center for Charter Schools.
- (o) "Master Calendar" means the Master Calendar of Reporting Requirements as annually issued by The Governor John Engler Center for Charter Schools setting forth reporting and document submission requirements for the Academy.
- (p) "Method of Selection, Appointment, and Removal Resolution" means the policy adopted by resolution of the University Board on September 18, 1998, and amended on February 15, 2018, establishing the standard method of selection and appointment, length of term, removal and suspension, number of directors and qualifications of Academy Board members for public school academies issued a Contract by the University Board.

- (q) "Reauthorizing Resolution" means the resolution adopted by the Central Michigan University Board of Trustees on December 8, 2022, approving the issuance of a Contract to the Academy.
- (r) "Schedules" means the following Contract documents: Schedule 1: Restated Articles of Incorporation, Schedule 2: Amended Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight, Compliance and Reporting Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, Schedule 7: Required Information for a Public School Academy, and Schedule 8: Information Available to the Public and the Center.
- (s) "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.
- (t) "State School Aid Fund" means the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963, as amended.
- (u) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02 codified at MCL 18.445, 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.
- (v) "Superintendent" means the Michigan Superintendent of Public Instruction.
- (w) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2023, Issued by the Central Michigan University Board of Trustees Confirming the Status of Eaton Academy as a Public School Academy."
- (x) "The Governor John Engler Center for Charter Schools" or "the Center" means the office designated by the Central Michigan University Board of Trustees as the initial point of contact for public school academy applicants and public school academies authorized by the Central Michigan University Board of Trustees. The Center is also responsible for administering the Central Michigan University Board of Trustees' responsibilities with respect to the Contract.
- (y) "The Governor John Engler Center for Charter Schools Director" or "the Center Director" means the person designated at Central Michigan University to administer the operations of the Center.
- (z) "University" means Central Michigan University, established pursuant to Article 8, sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.551 et seq.
- (aa) "University Board" means the Central Michigan University Board of Trustees.
- (bb) "University Charter Schools Hearing Panel" or "Hearing Panel" means such persons as designated by the University President.
- (cc) "University President" means the President of Central Michigan University or his or her designee. In section 1.1(bb) above, "University President" means the President of Central Michigan University.

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 masculine, feminine, or neuter pronouns in this Contract shall be interpreted without regard to gender, 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 the Code shall have the same meaning in this Contract.

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

Section 1.6. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. To the extent there is a difference between the Contract and the Application, 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 Method of Selection, Appointment, and Removal Resolution shall control over any other conflicting language in the Contract; (ii) the Reauthorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution and the Reauthorizing Resolution; and (iv) the Restated Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution, Reauthorizing Resolution and these Terms and Conditions.

ARTICLE II RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

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

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

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

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

Section 2.5. New Public School Academies Located Within the Boundaries of a Community District. If the circumstances listed below in (a) or (b) apply to the Academy's site, the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing a contract for a new public school academy, that the Academy will have 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) of the Code, as applicable; or (ii) has been on the list under Section 1280c(1) or 1280g(3) of the Code, as applicable, during the immediately preceding 3 school years.
- (b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body.

ARTICLE III ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

Section 3.1. University Board Resolutions. The University Board has adopted a resolution, hereinafter the Method of Selection, Appointment, and Removal Resolution, providing for the method of selection and appointment, length of term, removal and suspension, number of Directors and the qualifications of Directors. The University Board has adopted a Reauthorization Resolution which approves the issuance of this Contract. The Reauthorization Resolution and the Method of Selection, Appointment, and Removal Resolution are hereby incorporated into this Contract. The University Board may, from time to time, amend the Method of Selection, Appointment, and Removal Resolution changing the method of selection, length of term, number of Directors and the qualifications of Directors. Any subsequent resolution of the University Board changing the Method of Selection, Appointment, and Removal Resolution shall automatically be incorporated into this Contract without the need for an amendment under Article IX of the Terms and Conditions.

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

Section 3.3. Oversight Responsibilities of the University Board. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The

responsibilities of the Academy and the University Board are set forth in the Oversight, Compliance and Reporting Agreement and incorporated herein as Schedule 4.

Section 3.4. University Board Administrative Fee. The Academy shall pay the University Board an administrative fee to compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Center describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request to the Center at least sixty (60) days before the University Board's next regular meeting, the University Board may vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization to Employ or Contract. The University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. The Academy Board shall prohibit any individual from being employed by the Academy or an Educational Service Provider in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (iii) evaluate performance; (iv) discipline and dismiss employees; and 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 Board may contract with an Educational Service Provider to provide comprehensive educational, administrative, management, or instructional services or staff to the Academy. Before entering into a Management Agreement with an Educational Service Provider, the Academy Board shall first comply with the Educational Service Provider Policies issued by the Center. Any Management Agreement entered into by the Academy shall also comply with Section 11.2 and 12.10 of these Terms and Conditions. A copy of the Management Agreement between the Academy Board and the Educational Service Provider shall be incorporated into this Contract under Schedule 5. Any changes to the Management Agreement shall be incorporated into this Contract by amendment in accordance with Article IX, as applicable.

Section 3.7. Teacher Certification. Except as otherwise provided by law, the Academy shall use certificated teachers according to State Board rule.

Section 3.8. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt, implement and maintain a rigorous, transparent, and fair performance evaluation system for its teachers and school administrators that complies with Applicable Law. If the Academy enters into a Management Agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 3.9. Reimbursement of University Board Services. The University Board shall be reimbursed for the actual cost of University services associated with responding to third party subpoenas and freedom of information act (FOIA) requests under the following circumstances:

If the University receives a subpoena or FOIA request from a third party (including the Academy, its counsel, the Academy's ESP or its counsel) demanding the production of Academy documents related

to pending litigation or proceedings involving the Academy, the Academy's ESP (or any subcontractor of the ESP or other contractors of the Academy) or a third party, the University may charge the Academy for the actual cost of the services associated with the University's response to the subpoena or FOIA request(s) (including actual attorney's fees in fulfilling the request). The parties agree that the Academy may reduce or avoid the obligation to pay for services by the University Board associated with such responses by directly producing Academy documents to the requesting party.

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.

- (a) Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Except as provided for the agreements identified below in Section 4.2(b), the Academy may enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.
- (b) The Academy shall submit to the Center for prior review the following agreements:
 - (i) In accordance with the Educational Service Provider Policies, a draft copy of any ESP Agreement and any subsequent amendments;
 - (ii) In accordance with the Master Calendar, a draft copy of any Academy deed or lease, amendments to existing leases or any new leasing agreements for any Academy facility; and
 - (iii) In accordance with the Master Calendar, draft long-term or short-term financing closing documents and intercept requests.

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 Method of Selection, Appointment and Removal Resolution and Contract Schedule 2: Amended Bylaws. As set forth in the Method of Selection, Appointment and Removal Resolution, a Director serves at the pleasure of the University 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 an owner, officer, director, employee or consultant of 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 University official, employee, or paid consultant, as a representative of the University; 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. Language in this Section controls over section 1203 of the Code. 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 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 Educational Service Provider or employee leasing company;
 - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy; or
 - (v) Is a current Academy Board member.
- (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 domestic partner.

Section 4.6. Oath of Public Office. Before entering upon the duties of a public school board member, each Academy Board member shall take the constitutional oath of office as required by the Code and as set forth in the Method of Selection, Appointment and Removal Resolution.

Section 4.7. 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 operate 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 Restated Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy.

Section 5.3. Bylaws. The Amended Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy.

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 Goal and Related Measures. The Academy shall achieve, or demonstrate measurable progress for all groups of pupils toward the achievement of, the educational goal and related measures identified in Schedule 7b and the results of the academic assessments identified in Schedule 7e. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal.

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

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

Section 6.5. Methods of Pupil Assessment. The Academy shall properly administer the academic assessments identified in Schedule 7e and in accordance with the requirements detailed in the Master Calendar. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Center direct access to the results of these assessments, along with any other measures of academic achievement reasonably requested by the Center.

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment requirements identified in Schedule 7f.

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

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age or 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 State School Aid Act of 1979, as amended, the Uniform Budgeting and Accounting Act, MCL 141.421, et seq., and applicable State Board and Michigan 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 auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. The Academy shall submit the annual financial statement audit and auditor's management letter to the Center in accordance with the Master Calendar. The Academy Board shall provide to the Center a copy of any responses to the auditor's management letter in accordance with the Master Calendar.

Section 6.12. Address and Description of Physical Plant. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board. University Board consideration regarding requests to add additional site(s) shall include, but not be limited to, the Academy Board's demonstration that it meets all statutory requirements under the Code.

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 Central Michigan University.

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 its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Oversight, Compliance and Reporting Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other Academy compliance and reporting requirements set forth in this Contract, the Academy's compliance with the annual Master Calendar shall serve as one means by which the University will monitor the Academy's compliance with Applicable Law.

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 Center for review. Any matriculation agreement entered into by the Academy shall be added to Schedule 7f through a contract amendment approved in accordance with the Contract.

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

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. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX AMENDMENT

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

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

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

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

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

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

ARTICLE X CONTRACT REVOCATION, TERMINATION, AND SUSPENSION

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

- (a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or abide by and meet the educational goal 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 to demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the University

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

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goal 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 Center that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, without first obtaining the Center's approval;
- (g) The Center Director 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 Center in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Center Director shall forward a copy of the notice to the Academy Board and 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 Center 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 Center 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 Center Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter “Economic Hardship Termination”). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

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

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 Center 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 Center Director shall present the Academy Board’s request for termination to the University Board. A copy of the Academy Board’s resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board’s request for termination. Upon receipt of the Academy Board’s request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

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

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation and procedures initiated by the State of Michigan set forth in Section 10.3, the University Board’s process for revoking the Contract is as follows:

- (a) Notice of Intent to Revoke. The Center 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 Center 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 timeline 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 Center 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 Center Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Center Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Center 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 Center 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 Center Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.
- (d) University Board's Contract Reconstitution Provision. The Center 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 Method of Selection, Appointment and Removal Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; or (iv) the appointment of a new Academy Board or a Conservator to take over operations of the Academy.

Except as otherwise provided in this subsection, reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

- (e) Request for Revocation Hearing. The Center Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Center 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 Center Director deems cannot be remedied or cannot be remedied in an appropriate

- period of time, or for which the Center 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 Center Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

- (f) Hearing before the University Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Center and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Center Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Center Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Center 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 Center Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Center and the Academy Board at the same time that the recommendation is sent to the University Board.
- (g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the Center, the Academy Board and the Department.
- (h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.
- (i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made

by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University 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 10.9 of these Terms and Conditions.

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

- (a) The Center Director Action. If the Center 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 Center Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

- (b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the Center Director to suspend the Contract, shall be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon the State's request.
- (c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Center 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 timeline for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Center and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with sections 10.6(f) through (h).

Section 10.8. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the

Conservator of the Academy. Upon appointment, the Conservator shall have all the powers and authority of the Academy Board under this Contract and Applicable Law and shall act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- (d) hire, fire, 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 10.9. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Center Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind-up and dissolution responsibilities of the Academy. Within five (5) business days of the Center Director's notice, the Academy Board Treasurer shall provide the Center Director, in a form and manner determined by the Center, 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. The Academy Board shall submit to the Center a copy of its annual budget for the upcoming fiscal year in accordance with the Master Calendar. The budget must detail budgeted expenditures at the object level as described in the Department's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. In accordance with the Master Calendar, revisions or amendments to the Academy's budget shall be submitted to the Center following Academy Board approval.
- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (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 Center;
 - (ii) Within 30 days after making notification under subdivision (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 Center; and
 - (iii) After the Superintendent approves 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; and
 - (iii) As required, submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name, as the "first named insured," insurance coverage as required by the University's insurance carrier.

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 University on the insurance policies as an additional insured as required by the University's insurance carrier. The coverage provided to the University as an additional covered person or organization will be primary and non-contributory with the University's insurance carrier. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy for any reason other than nonpayment which would require a ten (10) day advance notice to the University. In addition, the Academy shall provide the Center copies of all insurance policies required by this Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the Center at least thirty (30) days prior to the proposed change. The Academy shall not cancel or change its existing carrier without the prior review of the Center.

The University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

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.

Pursuant to Section 3.6 of these Terms and Conditions, the University requires that any Educational Service Provider or employee leasing company that enters into a contract with the Academy must obtain insurance coverage similar to the insurance coverage that is currently required for the Academy. Accordingly, any agreement between the Academy and an Educational Service Provider or employee leasing company shall contain a provision requiring the Educational Service Provider or employee leasing company to comply with the coverage requirements recommended by the University's insurance carrier. Furthermore, the agreement between the Educational Service Provider or employee leasing company and the Academy shall contain a provision stating that "in the event that the University's insurance carrier recommends any change in coverage by the Educational Service Provider or employee leasing company, the Educational Service Provider or employee leasing company agrees to comply with any changes in the type and amount of coverage as requested by the University or the University's insurance carrier within thirty (30) days after notice of the insurance coverage change."

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the University Board, the University or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent

contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuance, non-issuance, oversight, revocation, termination or suspension of this Contract.

Section 11.4. Lease or Deed for Proposed Site. The Academy shall provide to the Center copies of its proposed lease or deed for the premises in which the Academy shall operate. Following the Center's review, a copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 6 and in accordance with Article IX, as applicable.

Section 11.5. Certificate(s) of Use and Occupancy. 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 certificates for the Academy's physical facilities. The Academy Board shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes. Copies of these Certificate(s) of Use and Occupancy shall be incorporated into this Contract under Schedule 6 and in accordance with Article IX, as applicable.

Section 11.6. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 11.7. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with section 1230 and 1230a of 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 section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.7 shall apply to such persons irrespective of whether they are employed by the Academy or employed by another entity contracting with the Academy.

Section 11.8. 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 as referenced in Contract Schedule 7c. Upon receipt, the Academy shall notify the Center of any due process or state complaint filed against the Academy or notice of state audit.

Section 11.9. Information Available to the Public and the Center.

- (a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including, without limitation, information in Schedule 8 available to the public and the Center.
- (b) Information to be provided by Educational Service Provider. The agreement between the Academy and the Educational Service Provider shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including the information in Schedule 8, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under paragraph 11.9 (a) above.

Section 11.10. 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) days after receipt of the funds by the Academy. Only Academy Board members or designated Academy Board employees may be a signatory on any Academy bank account.

Section 11.11. Nonessential Elective Course. 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 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions, as applicable.

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 electronic mail; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the University Board:	The Governor John Engler Center for Charter Schools Attn: Executive Director Central Michigan University EHS 200 Mt. Pleasant, MI 48859
General Counsel:	General Counsel Central Michigan University Mt. Pleasant, MI 48859
Chief Financial Officer:	Vice President for Finance and Administrative Services Central Michigan University Mt. Pleasant, MI 48859
If to the Academy:	Academy Board President Eaton Academy 21450 Universal Drive Eastpointe, MI 48021

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 any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

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

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

Section 12.5. Assignment. This Contract is not assignable by the Academy.

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 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 is for a fixed term and shall terminate at the end of the Contract term without any further action of either the University Board or the Academy. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of five (5) academic years and shall terminate on June 30, 2028, unless sooner revoked, terminated, or suspended pursuant to Article X of these Terms and Conditions. Pursuant to University Board policy, the standards by which the Academy may be considered for the issuance of a new contract will be guided by the following core questions:

Is the Academy's academic program successful?

Is the Academy's organization viable?

Is the Academy demonstrating good faith in following the terms of its charter and applicable law?

The Center shall establish the process and timeline for the issuance of a new contract. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. Consistent with the Code, the University Board in its sole discretion may elect to issue or not issue a new contract to the Academy.

Section 12.10. Indemnification of University. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the Terms and Conditions of this Contract, the Academy agrees to indemnify, defend and hold harmless the University Board, the University and its officers, employees, agents or representatives from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the public school academy application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for or operation of a public school, or which are incurred as a result of the reliance by the University Board, the University and its officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the

Academy's failure to comply with this Contract or Applicable Law. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

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

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

Section 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

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

Section 12.15. University Board or the Center's General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or the Center policies regarding public school academies which shall apply immediately, University Board or the Center general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this section, the University Board or the Center 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 Center 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 11.9, 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. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the articles of incorporation with regard to the disposition of assets upon dissolution.

Section 12.18. 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, the Code, and Applicable Law.

Section 12.19. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.22, 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 ESP that has a contract with the Academy and whose contract has not been disapproved by the University;
 - (ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or
 - (iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.
- (b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

Section 12.20. Disclosure of Information to Parents and Legal Guardians, subject to Section 12.22.

- (a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.
- (b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:
 - (i) to the Department or CEPI;
 - (ii) to the student's parent or legal guardian;
 - (iii) by the Academy to the University Board, University, Center or to the ESP with which the Academy has a Management Agreement that has not been disapproved by the Center Director;
 - (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
 - (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
 - (vi) to the Academy by the University Board, University, Center;
 - (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 12.21. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

- (a) Subject to Section 12.22, 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 one (1) or more Uses;
 - (iii) Present the opt-out form to each student's parents or guardian within the first thirty (30) days of the school year and at other times upon request; and
 - (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 term "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22. Confidential Address Restrictions.

- (a) The Academy shall not disclose the confidential address of a student if the student or the student's parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card, in a form and manner prescribed by the Michigan Department of Education.
- (b) The term "confidential address" shall have the meaning as defined in MCL 380.1136.

Section 12.23. Partnership Agreement. If the Department and State School Reform/Redesign Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State School Reform/Redesign 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.

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

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: _____
Isaiah M. Oliver, Chair

Date: _____

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

EATON ACADEMY

By: James S. Hill
Board President

Date: May 22, 2023

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

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: Isaiah M. Oliver
Isaiah M. Oliver, Chair

Date: 05/23/2023

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

EATON ACADEMY

By: _____
Board President

Date: _____

CONTRACT SCHEDULES

Schedules

Restated Articles of Incorporation1
Amended Bylaws2
Fiscal Agent Agreement3
Oversight, Compliance and Reporting Agreement.....4
Description of Staff Responsibilities5
Physical Plant Description6
Required Information for a Public School Academy.....7
Information Available to the Public and The Center8

CONTRACT SCHEDULE 1

RESTATED ARTICLES OF INCORPORATION

511

ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION

Art. XI, Act. XII
per Linda Previch

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

Date Received
SEP 07 2017

OCT 05 2017

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

TranInfo: 1 22348703-1 09/05/17
Chk#: 4611 Amt: \$10.00
ID: EATON ACADEMY

Name		
Jeffrey Carless		
Address		
21450 Universal Dr.		
City	State	Zip
Eastpointe	MI	48021

FILED

OCT 18 2017

ADMINISTRATOR
EFFECTIVE DATE: CORPORATIONS DIVISION

743440

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

OF

EATON ACADEMY

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

The present name of the corporation is: Eaton Academy.

The corporation identification number ("CID") assigned by the Bureau is: 743440.

The corporation has used the following other names: Detroit School of Industrial Arts.

The date of filing the original Articles of Incorporation was: July 23, 1996.

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: Eaton Academy.

JS

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

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to the Code.

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

ARTICLE III

The corporation is organized on a non-stock basis.

Description:

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

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

The corporation is organized on a directorship basis.

ARTICLE IV

The name of the resident agent at the registered office is Jeffrey Carless.

The address of its registered office in Michigan is: 21450 Universal Dr., Eastpointe, MI 48021.

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

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

ARTICLE VII

Before execution of a Contract to charter a public school academy between the corporation and Central Michigan University Board of Trustees (the "University Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

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

ARTICLE XI

These Restated Articles of Incorporation shall not be amended except by the process provided in ~~Article IX of the Terms and Conditions incorporated as part of the Contract. This process is~~ as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Restated Articles of Incorporation or may propose a meeting to discuss potential revision to these Restated Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to The Governor John Engler Center for Charter Schools' ("The Center") Executive Director the review and approval of changes or amendments to these Restated Articles of Incorporation. In the event that a proposed change is not accepted by The Center's Executive Director, the University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the University Board by the corporation.

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

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

Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the articles of incorporation with regard to the disposition of assets upon dissolution.

~~ARTICLE XII~~

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

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 28th day of August, 2017, in accordance with the provisions of Section 641 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 28th day of August, 2017.

By: Jeffrey Carless
Mr. Jeffrey Carless, President

CONTRACT SCHEDULE 2

AMENDED BYLAWS

TABLE OF CONTENTS

EATON ACADEMY

AMENDED BYLAWS

ARTICLE I – Name 1

ARTICLE II – Form of Academy 1

ARTICLE III – Offices 1

 1. Principal Office 1

 2. Registered Office 1

ARTICLE IV – Board of Directors..... 1

 1. General Powers 1

 2. Method of Selection and Appointment 1

 3. Length of Term 2

 4. Number of Director Positions 2

 5. Qualifications of Academy Board Members 2

 6. Oath of Public Office 2

 7. Tenure 2

 8. Removal and Suspension 2

 9. Resignation 3

 10. Board Vacancies 3

 11. Compensation 3

ARTICLE V – Meetings 3

 1. Annual and Regular Meetings 3

 2. Special Meetings 3

 3. Notice; Waiver 3

 4. Quorum 4

 5. Manner of Acting 4

 6. Open Meetings Act 4

 7. Presumption of Assent 4

ARTICLE VI - Committees 4

 1. Committees 4

ARTICLE VII – Officers of the Board 4

 1. Number 4

 2. Election and Term of Office 5

 3. Removal 5

4. Vacancies	5
5. President.....	5
6. Vice-President.....	5
7. Secretary	5
8. Treasurer	5
9. Assistants and Acting Officers.....	5
10. Salaries.....	6
11. Filling More Than One Office	6
ARTICLE VIII – Contracts, Loans, Checks and Deposits; Special Corporate Acts	6
1. Contracts.....	6
2. Loans.....	6
3. Checks, Drafts, etc.	6
4. Deposits	6
5. Voting of Gifted, Bequested or Transferred Securities Owned by this Corporation	6
6. Contracts Between Corporation and Related Persons.....	7
ARTICLE IX - Indemnification.....	8
ARTICLE X – Fiscal Year	9
ARTICLE XI – Amendments	9
ARTICLE XII – Terms and Conditions Definitions.....	9
CERTIFICATION	9

AMENDED BYLAWS

OF

EATON ACADEMY

ARTICLE I

NAME

This organization shall be called Eaton Academy (the "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

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

Section 2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, 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 Non-Profit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Licensing and Regulatory Affairs and to The Governor John Engler Center for Charter Schools (“the Center.”)

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan 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 Amended Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. The Central Michigan University Board of Trustees (“University Board”) shall prescribe the method of appointment for members of an Academy’s Board. The Center Director is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Public School Academy Board Appointment* and is in accord with these policies:

- a. The University Board shall appoint the initial and subsequent Academy Board by resolution, except as prescribed by subparagraph d. The Center Director shall recommend qualified individuals to the University Board.

- b. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The Academy Board shall recommend to the Center Director at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the Center. The Center Director may or may not recommend the appointment of a nominee submitted by the Academy Board. If the Center Director 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.
- c. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- d. Under exigent conditions, and with the approval of the University Board's chair and the University President, the Center Director may appoint a qualified individual to the Academy Board. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.

Section 3. Length of Term. A Director of the Academy Board shall serve at the pleasure of the University Board. Terms of the initial positions of the Academy Board shall be staggered in accordance with *The Academy Board of Directors Table of Staggered Terms and Appointments* established and administered by the Center Director. Subsequent appointments shall be for a term of office not to exceed four (4) years, except as prescribed by *The Academy Board of Directors Table of Staggered Terms and Appointments*.

Section 4. Number of Director Positions. The number of director positions on the Academy Board shall not be less than five (5) nor more than nine (9) as determined by the University Board. If the Academy Board fails to maintain its full membership by making appropriate and timely nominations, the Center Director may deem that failure an exigent condition.

Section 5. Qualifications of Academy Board Members. To be qualified to serve on the Academy Board, 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 Center including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the Center.

The members of the Academy Board shall not include (a) employees of the Academy; (b) any director, officer, or employee of a service provider that contracts with the Academy; (c) a Central Michigan University official or employee, as a representative of Central Michigan University.

Section 6. Oath of Public Office. All members of the Academy Board must take the constitutional oath of office and sign the *Oath of Public Office* before beginning their service. The *Oath of Public Office* shall be filed with the Center.

Section 7. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal and Suspension. If the University Board determines that the service in office of a Director of the Academy Board is no longer necessary, then the University Board may remove

the Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. The Academy Board member may also be removed from office for cause by a two-thirds (2/3) vote of the Academy's Board.

With the approval of the University Board's chair and the University President, the Center Director may suspend the service of a Director of the Academy Board if, in his/her judgment, the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the Academy. Any suspension made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation or by communicating such intention (orally or in writing) to the Center. Notice of resignation will be effective upon receipt or at a subsequent time if designated in a written notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Board Vacancies. A Director vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification or as otherwise specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 11. Compensation. A Director of the Academy Board shall serve as a volunteer Director. By resolution of the Academy Board, the Directors may be reimbursed for their reasonable expenses incident to their duties.

ARTICLE V MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year. The Academy Board must 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 meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of 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 as required by the Open Meetings Act.

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

Section 4. 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 Director of the Academy Board who is absent from a meeting of the Academy 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 Academy Board.

Section 5. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. No member of the Academy Board may vote by proxy, by way of a telephone conference or any other electronic means of communication.

Section 6. Open Meetings Act. All meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 7. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees. Each committee is 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 in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Amended Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Amended 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 Academy Board shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy Board shall be elected annually by the Academy Board. If the election of officers is not held at the annual 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 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.

Section 5. President. The President of the Academy Board 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, 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 Academy Board 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 Academy Board 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 Amended 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 Academy Board 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 to 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 member of the Academy Board 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, may not be compensated for their services. By resolution of the Academy Board, officers 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 or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Central Michigan University or impose any liability on Central Michigan University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a prior resolution of the Academy Board. Such authority shall be confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the corporation, shall be made or permitted unless approved by the Academy Board. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Central Michigan University or impose any liability on Central Michigan University, its trustees, officers, employees or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Academy, shall be signed by Academy Board members or Academy Board employees, which shall not include employees of the Academy Board's Educational Service Provider, and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the Academy 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 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Gifted, Bequested or Transferred 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 in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation. 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. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

The University Board authorizes the Academy Board to employ or contract for 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. An employee hired by the Academy Board shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy Board employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy Board may contract with an Educational Service Provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy. Before entering into an agreement with an Educational Service Provider or an employee leasing company to perform services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Center. A copy of the agreement between the Academy Board and the Educational Service Provider or employee leasing company shall be included as part of Schedule 5.

The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Language in this Section controls over section 1203 of the Code. The following shall be deemed prohibited conflicts of interest:

- (a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an Educational Service Provider or an employee leasing company, 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 Board 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 University official, employee, or paid consultant, as a representative of the University; 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.

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 domestic partner:

- (a) Is employed by the Academy Board;
- (b) Works at or is assigned to work at the Academy;
- (c) Has an ownership, officer, policymaking, managerial, administrative non-clerical or other significant role with the Academy's Educational Service Provider or employee leasing company; and
- (d) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.

The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this sub-section, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner.

ARTICLE IX INDEMNIFICATION

To the extent permitted by Applicable Law, each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, may be indemnified by the Academy. 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.

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 Amended Bylaws may be altered, amended or repealed and new Amended 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 of these Amended Bylaws and applicable law, and (b) the written approval of the changes or amendments by the Center Director. In the event that a proposed change is not accepted by the Center Director, the University Board may consider and vote upon a change proposed by the corporation following an opportunity for a written presentation to the University Board by the Academy Board. These Amended Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the Center Director.

Upon termination or revocation of the Contract, the corporation may amend its Amended 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 the Amended Bylaws with regard to the disposition of assets upon dissolution.

ARTICLE XII TERMS AND CONDITIONS DEFINITIONS

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

CERTIFICATION

The Board certifies that these Amended Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 22nd day of May, 2023.



Academy Board Secretary

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement is part of the Contract issued by the Central Michigan University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Eaton Academy ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the Fiscal Agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

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

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

Section 1.1. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Academy Account" means an account established by the Academy Board 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 Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Central Michigan University as designated by the University Board.

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

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

"State" means the State of Michigan.

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

ARTICLE II
FISCAL AGENT DUTIES

Section 2.1. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University 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 3.2.

Section 2.2. Transfer to Academy. Except as provided in Article X of the Terms and Conditions of Contract and in the Oversight, Compliance and Reporting 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 Academy Account designated by a resolution of the Academy Board and by a method of transfer acceptable to the Fiscal Agent.

Section 2.3. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor, account for or approve expenditures made by the Academy Board.

Section 2.4. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board (i) authorizes a direct intercept of a portion of its State School Aid Payments from the State to a third party account for the payment of Academy debts and liabilities; or (ii) assigns or directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, then Academy shall submit to The Governor John Engler Center for Charter Schools at Central Michigan University for review and consideration: (i) a copy of the Academy Board's resolution authorizing the direct intercept or the assignment or direction of State School Aid Payments; (ii) a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent; and (iii) other documents as required. The Center reserves the right to not acknowledge in writing any State School Aid Payment Agreement and Direction that is not 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 dissolution account after payment of all wind-up and dissolution expenses shall be returned to the Academy.

ARTICLE III
STATE DUTIES

Section 3.1 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 3.2. 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 3.3. 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 4.1. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.2. Academy Account. The Academy is authorized to establish an account in the name of the Academy. Signatories to the Academy Account shall be current Academy Board members and/or Academy Board employees, which shall not include employees of the Academy Board's Educational Service Provider, as shall from time to time be determined by resolution of the Academy Board. The Academy Board is authorized to approve withdrawals and transfers from any Academy Account. Any authorization approved by the Academy Board for automatic withdrawals or transfers from an Academy Account may only be terminated or amended by the Academy Board.

Section 4.3. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.4. 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 4.5. Repayment of Overpayment. 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.

ARTICLE V **RECORDS AND REPORTS**

Section 5.1. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.2. Reports. Annually, the Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, a written report dated as of August 31. This report shall summarize all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.1. 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 6.2. Limitation on Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

ACKNOWLEDGMENT OF RECEIPT

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Central Michigan University Board of Trustees to Eaton Academy.

BY: Alyson Hayden
Alyson Hayden, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: February 14, 2023

CONTRACT SCHEDULE 4
OVERSIGHT, COMPLIANCE
AND REPORTING AGREEMENT

SCHEDULE 4

OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT

This Oversight, Compliance, and Reporting Agreement is part of the Contract issued by the Central Michigan University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Eaton Academy ("Academy"), a public school academy.

Preliminary Recitals

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

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

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

Section 1.1. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Agreement" means this Oversight, Compliance and Reporting Agreement.

"Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.1 of this Agreement.

"Compliance and Reporting Duties" means the Academy's duties set forth in Section 2.2 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, COMPLIANCE AND REPORTING RESPONSIBILITIES**

Section 2.1. Oversight Responsibilities. The Governor John Engler Center for Charter Schools ("the Center") at Central Michigan University, as it deems necessary to fulfill the University Board's Oversight Responsibilities, may undertake the following:

- a. Monitor and evaluate if the Academy Board is properly governing the Academy and following the Amended Bylaws set forth in the Contract.
- b. Monitor and evaluate the Academy's academic performance and progress toward achieving the educational goal and related measures set forth in Contract Schedule 7b.
- c. Monitor and evaluate the Academy's implementation, delivery, and support of the educational program and curriculum as set forth in Contract Schedules 7c and 7d, respectively.

- d. Monitor and evaluate the Academy's application and enrollment procedures as set forth in Contract Schedule 7f.
- e. Monitor and evaluate the Academy's organizational and financial viability.
- f. Monitor and evaluate the Academy's fiscal stewardship and use of public resources.
- g. Monitor and evaluate the records, internal controls or operations of the Academy.
- h. Monitor and evaluate if the Academy is staffed with qualified personnel and that appropriate background checks have been conducted.
- i. Monitor and evaluate if the Academy is providing a safe learning environment.
- j. Request evidence that the Academy has obtained the necessary permits and certificates 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 local health departments.
- k. Conduct comprehensive on-site reviews to assess and/or evaluate the Academy's performance.
- l. Monitor and evaluate if the Academy is demonstrating good faith in complying with the Contract, the Revised School Code, and all other Applicable Law.
- m. Request periodic reports from the Academy regarding any aspect of its operation including, but not limited to, information identified in Schedule 8 of the Contract.
- n. Initiate action pursuant to the Terms and Conditions of Contract to amend, revoke, reconstitute, terminate or suspend the Contract.
- o. Provide information and support to the Academy.

Section 2.2. Compliance and Reporting Duties. The Academy agrees to fulfill the following Compliance and Reporting Duties:

- a. Adopt and properly maintain governing board policies in accordance with Applicable Law.
- b. Comply with the reporting and document submission requirements set forth in the Master Calendar of Reporting Requirements issued annually by the Center.
- c. Comply with any Academy-specific reporting and document submission requirements established by the Center.
- d. Comply with the insurance requirements set forth in Article XI, Section 11.2 of the Terms and Conditions of Contract.
- e. Comply with the Center's Educational Service Provider Policies, as may be amended.

- f. Report any litigation or formal proceedings to the Center including, but not limited to, litigation initiated by or against the Academy alleging violation of any Applicable Law. If the University is a named party, notify the general counsel for the University Board as set forth in Article XII, Section 12.1 of the Terms and Conditions.
- g. The Academy shall not occupy or use any school facility set forth in Schedule 6 of the Contract until such facility has received all fire, health and safety approvals required by Applicable Law and has been approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.
- h. Permit the Center to inspect the records, internal controls, operations or premises of the Academy at any reasonable time.
- i. Authorize the Center to perform audit and conduct systematic investigations, including research development, testing and evaluation studies, designed to develop and contribute to generalizable knowledge 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 Center 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.
- j. Upon request, the Academy Board shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving the educational goal and related measures outlined in Contract Schedule 7b.
- k. Upon request, provide the Center with copies or view access to data, documents or information submitted to MDE, the Superintendent of Public Instruction, the State Board of Education, CEPI or any other state or federal agency.
- l. If the Academy operates an online or other distance learning program, it shall submit a monthly report to the MDE, in the form and manner prescribed by the MDE, that reports the number of pupils enrolled in the online or other distance learning program, during the immediately preceding month.

Section 2.3. Waiver of Compliance and Reporting Duties. The University Board, or the Center Director as its authorized designee, may modify or waive any of the Academy's Compliance and Reporting Duties.

ARTICLE III **RECORDS AND REPORTS**

Section 3.1. Records. The Academy will keep complete and accurate records and reports of its governance and operations. These records and reports shall be available for inspection by the Center at reasonable hours and under reasonable conditions.

ARTICLE IV
MISCELLANEOUS

Section 4.1. Administrative Fee. The Academy agrees to pay to the University Board an administrative fee of 3% of the Academy's State School Aid Payments. This fee shall be retained by the University Board from each State School Aid Payment received for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. By agreement between the Center and the Academy, the University may charge additional fees beyond the administrative fees for services rendered.

Section 4.2. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the University Board by this Agreement.

Section 4.3. Audit and Evaluation. The Academy:

- a. Hereby authorizes the Center 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, CEPI, OEAA and the MDE. Pursuant to this authorization, the Center shall abide by regulations that govern the use of student data within the FERPA, the Michigan Identity Theft Protection Act of 2004 and the Privacy Act of 1974.
- b. Shall upon request, provide the Center with copies or view access to data, documents or information submitted to the MDE, the Superintendent of Public Instruction, the State Board of Education, CEPI, the Michigan DataHub or any other state or federal agency.

Section 4.4. 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 Center. Within fifteen (15) days of receipt of the notification from the Academy, the Center Director shall notify the Academy whether the Center 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 Center is not interested in performing an administrative review or if 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 4.4 shall prohibit the Academy for electing to enter into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.4 shall require the Academy to elect to enter or not enter into a contract for an administrative review with the Center or an intermediate school district.

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

DESCRIPTION OF STAFF RESPONSIBILITIES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article III, Section 3.6., the Academy is authorized to employ or contract for personnel according to the position information outlined in this schedule. Before entering into an agreement with an Educational Service Provider, as defined in the Terms and Conditions of this Contract, to provide comprehensive educational, administrative, management or instructional services or staff to the Academy, the Academy Board must first comply with the Educational Service Provider Policies adopted by the Center.

Qualifications	5-1
Administrator and Teacher Evaluation Systems	5-1
Performance Evaluation System	5-1
Teacher and Administrator Job Performance Criteria	5-1
Reporting Structure	5-1
Position Responsibilities	5-1
School Administrator(s)	5-1
Instructional Staff	5-2
Non-Instructional Staff	5-2
Educational Service Provider Agreement	5-3

Qualifications. The Academy shall comply with all Applicable Law regarding requirements affecting personnel employed by or assigned to the Academy including (but not limited to): qualifications, evaluation systems, criminal background checks and unprofessional conduct disclosures. All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with MCL 380.1249.

Performance Evaluation System. During the term of this Contract, the Academy shall not assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations per the Code. If the Academy is unable to comply with this provision of the Code and plans to assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations per the Code, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations. The notification shall be in writing, shall be delivered to the parent or legal guardian not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall include an explanation of why the pupil is assigned to the teacher. MCL 380.1249a.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section. MCL 380.1250.

Reporting Structure

All positions are employed by Amparo Eaton, LLC., and are outlined in the Educational Service Provider Agreement included in this Schedule.

Position Responsibilities

Following are the categories into which Academy staff fall. Descriptions for all positions employed by or assigned to the Academy are available at the Academy.

School Administrator(s)

As stated above, all administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. In addition to the position titles identified in MCL 380.1246, the Michigan Department of Education ("MDE") will deem an administrator working

at a district or school level to be “administering instructional programs” if the person’s position description or day-to-day duties include any or all of the following elements *:

1. Responsibility for curriculum. This includes final or executive decisions which directly impact what should be taught to students and how it should be delivered, as well as what learning outcomes are expected, often following a philosophy of research, best practices, and continuous improvement providing equitable access to all students.
2. Responsibility for overseeing district or school improvement plan design or implementation. This includes a vision and a method for execution of plans regarding incorporating student assessment, using student performance and school safety data to drive decision-making, the use of information technology to support improvement, professional development, and overall student achievement.
3. Oversight of instructional policies. This includes the creation, modification, and recommendation of final policy regarding any aspect of how teachers implement, deliver, and support curriculum. Whether or not making specific financial decisions in support of these policies is part of the oversight role, this person still has final decision-making responsibility for instruction.
4. Executive-level reporting on academic progress to a governing authority. This includes providing updates, documentation, data, or presentations in an official or executive capacity to a governing body regarding progress on student learning goals—whether or not these reports are tied to expenditures related to the successful delivery of the instruction.
5. Supervision and evaluation of direct reports responsible for instruction. This includes providing executive leadership for employees who report to the individual, and providing direction to establish work priorities and decision-making. This involves evaluation of educator efficacy as well as general work performance of staff.

(*This statement and numbered items that follow it were taken directly from the February 23, 2017, Memorandum issued by the MDE.)

Instructional Staff

As stated above, except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. Individuals that are considered instructional staff are responsible for implementing the Academy’s curriculum, developing assessments and monitoring student progress. Instructional staff whose main responsibility is working with students with disabilities must modify instructional techniques in order to enhance learning for all students.

Non-Instructional Staff

The staff that fall into this category are not required to hold an administrator certificate or a teaching certificate. The individuals in this category support the Academy’s pursuit of its mission, vision, and educational goals.

MANAGEMENT SERVICES AGREEMENT

BETWEEN

AMPARO EATON, LLC.

AND

EATON ACADEMY

JULY 1, 2023 – JUNE 30, 2028

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. CONTRACTUAL RELATIONSHIP	1
1.1 Authority	1
1.2 Agreement	2
1.3 Status of the Parties	2
1.4 Designation of School Officials	2
1.5 Background Checks	2
1.6 Independent Contractors	3
1.7 Site Closure or Reconstitution	3
ARTICLE II. TERM OF AGREEMENT	4
2.1 Term	4
ARTICLE III. FUNCTIONS OF AMPARO EATON	4
3.1 Responsibility	4
3.2 Educational Goals and Program	5
3.3 Place of Performance	5
3.4 Acquisitions	5
3.5 Pupil Performance Standards and Evaluation	5
3.6 Student Recruitment	5
3.7 Student Due Process Hearings	6
3.8 Legal Requirements	6
3.9 Rules and Procedures	6
3.10 School Year and School Day	6
3.11 Authority	6
3.12 Charter Contract with CMU	6
3.13 Additional Programs	6
3.14 Annual Budget Preparation	6
3.15 Availability of Funds	7
ARTICLE IV. OBLIGATIONS OF THE ACADEMY BOARD	7
4.1 Board Policy Authority	7
4.2 Building Facility	7
4.3 Academy Employees	7
4.4 Educational Consultants	7
4.5 Legal Counsel	7
4.6 Audit	7
4.7 Data Security	7

4.8	Budget	8
4.9	Academy Funds	8
4.10	Governmental Immunity	8
4.11	Charter Contract with CMU	8
4.12	Evaluation of Amparo Eaton	8
4.13	Academy Records	9
4.14	Assistance to Amparo Eaton	9
4.15	Unusual Events	9
ARTICLE V. FINANCIAL ARRANGEMENT		9
5.1	School Source of Funding	9
5.2	Other Revenue Sources	9
5.3	Compensation for Services	10
5.4	Reasonable Compensation	10
5.5	Payment of Educational Program Costs	10
5.6	Amparo Eaton Costs	11
5.7	Other Public School Academies	11
5.8	Financial Reporting	11
5.9	Operational Reporting	11
5.10	Audit Report Information	11
5.11	Other Financial Relationships	11
5.12	Access to Records	12
ARTICLE VI. PERSONNEL AND TRAINING		12
6.1	Personnel Responsibility	12
6.2	School Principal	13
6.3	Teachers	13
6.4	Support Staff	13
6.5	Training	13
6.6	Non-Compete Agreements	13
ARTICLE VII. TERMINATION OF AGREEMENT		14
7.1	Termination by the Academy for Cause	14
7.2	Termination by Amparo Eaton for Cause	14
7.3	Revocation or Termination of Charter Contract	14
7.4	Termination Due to Insolvency	14
7.5	Termination by Either Party Without Cause	14
7.6	Change in Law	15
7.7	Effective Date of Termination	15
7.8	Rights to Property Upon Termination	15
7.9	Pro-Rata Payment	15

7.10	Termination Mid-Year	15
7.11	Procedures Upon Termination	15
7.12	Surviving Provisions	16
ARTICLE VIII. PROPRIETARY INFORMATION		16
8.1	Proprietary Information	16
8.2	Marks	16
8.3	Required Disclosure	16
ARTICLE IX. INDEMNIFICATION.....		17
9.1	Indemnification of Amparo Eaton	17
9.2	Limitations of Liabilities	17
9.3	Indemnification of the Academy	17
9.4	Indemnification for Negligence	17
9.5	Indemnification of CMU	17
ARTICLE X. INSURANCE		18
10.1	Insurance of the Academy	18
10.2	Insurance of Amparo Eaton	18
10.3	Workers' Compensation Insurance	18
10.4	No Special Damages	18
ARTICLE XI. COMPLIANCE WITH CHARTER CONTRACT		18
11.1	Academy Board Due Diligence	18
11.2	Academy Board Members	19
11.3	ESP Agreement	19
11.4	Information Reporting	19
11.5	Compliance with Academy's Charter Contract	19
11.6	Compliance with Section 503c	19
ARTICLE XII. CONFIDENTIALITY AND DATA SECURITY		19
12.1	Commitment to Preserve	19
12.2	Covered Data and Information (CDI)	20
12.3	Acknowledgment of Access to CDI	20
12.4	Prohibition on Unauthorized Use or Disclosure of CDI	20
12.5	Return or Destruction of CDI	20
12.6	Maintenance of the Security of Electronic Information	20
12.7	Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information	20
12.8	Remedies	21
12.9	Amendment for Compliance	21
12.10	Prohibition on Sale of CDI	21
ARTICLE XIII. MISCELLANEOUS.....		21
13.1	Sole Agreement	21

13.2	Force Majeure	21
13.3	Notices	22
13.4	Severability	22
13.5	Successors and Assigns	22
13.6	Entire Agreement	22
13.7	Non-Waiver	22
13.8	Assignment	22
13.9	Governing Law	23
13.10	Delegation of Authority	23
13.11	Compliance with Law	23
13.12	Warranties and Representations	23
13.13	Dispute Resolution Procedure	23
13.14	Modification to Conform to Changed CMU Policies	23

MANAGEMENT SERVICES AGREEMENT

This **MANAGEMENT SERVICES AGREEMENT** (the “*Agreement*”) is made and entered into effective as of the 1st day of July 2023, by and between **AMPARO EATON, LLC.**, a Michigan limited liability company (“*Amparo Eaton*”), and **EATON ACADEMY**, a Michigan nonprofit corporation operating as a Michigan public school academy (the “*Academy*”), located at 21450 Universal Avenue, Eastpointe, Michigan 48021 (individually, a “*Party*” and collectively, the “*Parties*”).

RECITALS:

WHEREAS the Academy is operated under Part 6A of the Michigan Revised School Code, as amended (“*Code*”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws (“*MCL*”), and pursuant to a charter contract issued by the Central Michigan University (“*CMU*”) Board of Trustees (the “*University Board*”) (the “Charter Contract between the Academy and University Board, and all amendments thereto are collectively referred to herein as the “*Charter Contract*”);

WHEREAS the Academy is organized and administered under the direction of a board of directors (the “*Academy Board*”) and has the power, authority, and duties established in the Code and the Charter Contract, specifically including the authority (1) to enter into binding legal agreements with persons or entities as necessary for the operation, management, financing, and maintenance of the Academy; and (2) with the approval of the University Board, to contract with personnel as necessary for the operation of the Academy; and

WHEREAS Amparo Eaton has the ability to implement an educational program and management methodologies for the Academy; and

WHEREAS, in order to maintain an innovative educational program at the Academy, the Parties desire to establish this arrangement for the operation, management, and maintenance of the Academy; and

WHEREAS the Academy desires to engage Amparo Eaton to perform specific services related to the Academy’s educational programs.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I. CONTRACTUAL RELATIONSHIP

1.1 **Authority.** The Academy has been granted the Charter Contract by CMU to organize and operate a public-school academy, together with the powers necessary or desirable for carrying out the educational program set forth in the Charter Contract. The Academy is authorized by law to contract with a private entity to provide educational management services, provided that no provision of such a contract shall be effective if it would prohibit the Academy Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Academy Board’s constitutional duty to exercise its statutory, contractual and fiduciary obligations governing the operation of the Academy.

1.2 **Agreement.** Acting under and in the exercise of such authority, the Academy hereby contracts with Amparo Eaton for specified functions relating to the provision of educational services and the management and operation of the Academy.

1.3 **Status of the Parties.** Amparo Eaton is a Michigan limited liability company and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code and is not a division or part of Amparo Eaton. Except as expressly provided in this Agreement, no agent or employee of Amparo Eaton shall be deemed to be the agent or employee of the Academy. Each Party shall be solely responsible for its acts and omissions, and for the acts and omissions of its agents, employees, and non-Party contractors. The relationship between Amparo Eaton and the Academy is based solely on the terms of this Agreement, and the terms of any other written agreements between Amparo Eaton and the Academy.

1.4 **Designation of School Officials.** The Academy agrees to define “school official” in the Academy’s annual notification of rights under 20 U.S.C. § 1232g, 34 C.F.R. § 99, the Family Educational Rights and Privacy Act (“*FERPA*”), to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of personally identifiable information from education records, and who is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. The Academy Board designates Amparo Eaton and certain of its employees and subcontractors as school officials of the Academy having a legitimate educational interest such that they are entitled to access to educational records under FERPA. Amparo Eaton and its employees and subcontractors agree to comply with FERPA in all material respects and corresponding regulations applicable to school officials. Except as set forth in this Section 1.4 or as expressly acknowledged in writing by the Academy Board, no employee of Amparo Eaton shall be deemed to be an agent of the Academy.

1.5 **Background Checks.**

(a) Pursuant to the requirements of Sections 1230, 1230(a) and 1230(b) of the Code, the Academy shall, with regard to all persons assigned by Amparo Eaton under this Agreement to regularly and continuously work in any of the Academy’s facilities or at program sites where the Academy delivers educational programs and services: (a) request a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation; and/or (b) comply with alternative criminal background check procedures for individuals on whom a criminal background check has been completed and the statutory conditions for use of alternative criminal background check procedures are met. MCL 380.1230 and 380.1230(a).

(b) The Academy hereby engages Amparo Eaton to request the required criminal history check and criminal records check (or alternative) on behalf of the Academy with regard to all persons assigned by Amparo Eaton under this Agreement to regularly and continuously work in any of the Academy’s facilities or at a program site where the Academy delivers educational programs and services, and to provide the report/result of any requested criminal history check and criminal records check (or alternative) to the Academy Board. Amparo Eaton shall obtain, from each of its employees, agents, or contractors assigned to regularly and continuously work in the Academy’s facilities or at a program site where educational programs and services are delivered under this Agreement, written consent, as necessary, for the Academy to provide to Amparo Eaton a copy of

the report or result of the criminal history check and criminal records check pertaining to the consenting employee, agent, or contractor, pursuant to the authorization set forth in Sections 1230(10), 1230(a)(8) and 1230(b)(5) of the Code. Amparo Eaton also shall require any subcontractor it engages to provide services under this Agreement to designate Amparo Eaton as its representative under Sections 1230, 1230(a) and 1230(b) of the Code for purposes of receiving from the Academy a copy of the reports or results of criminal background checks regarding the subcontractor's employees that are assigned under contract to regularly and continuously work in the Academy's facility or at sites where the Academy delivers educational programs or services.

(c) The Parties agree that the Academy shall be responsible for the costs associated with the criminal history checks and criminal records checks (or alternatives) required pursuant to the terms of this Agreement and which are accomplished in order to comply with Sections 1230, 1230(a) and 1230(b) of the Code with respect to Amparo Eaton's employees, agents, and contractors.

1.6 Independent Contractors. In the performance of services under this Agreement, Amparo Eaton (its employees, agents, and contractors) shall be regarded at all times as performing services as independent contractors of the Academy. Consistent with that status, Amparo Eaton reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement and the Academy shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Amparo Eaton in providing services under this Agreement. Notwithstanding the foregoing, during the term of this Agreement, the Academy may disclose Covered Data and Information (as defined in Article XII of this Agreement) to Amparo Eaton (its employees, agents or contractors) to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232(g), 34 CFR Part 99; the Individuals with Disabilities Education Act (IDEA), 20 USC §1401 *et seq.*, 34 CFR 300.610 - 300.626; Section SO4 of the Rehabilitation Act of 1973, 29 USC §794(a), 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 USC §12101 *et seq.*; the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d - 1329d-8, 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

1.7 Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507, 528 or 561 of the Code, MCL 380.507, 380.528, or 380.561; or (ii) to undergo a reconstitution pursuant to Section 507, 528 or 561 of the Code, MCL 380.507, 380.528, or 380.561, and the Charter 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 Amparo Eaton shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

ARTICLE II. TERM OF AGREEMENT

2.1 **Term.** This Agreement shall commence on July 1, 2023, and, unless otherwise terminated or extended as elsewhere provided in this Agreement, shall remain in full force and effect until June 30, 2028.

ARTICLE III. FUNCTIONS OF AMPARO EATON

3.1 **Responsibility.** Under the direction of the Academy Board, Amparo Eaton shall be responsible for all of the management, operation, administration, and education at the Academy. Such functions include:

- (a) Implementation and administration of the educational program set forth in the Contract;
- (b) Budget preparation, as defined in this Agreement;
- (c) At the request of the Academy Board, acquisition of instructional and non-instructional material, equipment and supplies and the maintenance of an inventory system of all equipment;
- (d) Selection, employment and supervision of all teachers and staff and the personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support those employees;
- (e) Supervision of the school support services programs including food service and facilities maintenance;
- (f) Preparation of required CMU, local, state and federal reports with prior review by the Academy Board;
- (g) Preparation of applications for grants and special programs as requested by the Academy Board;
- (h) Using commercially reasonable efforts to secure funding sources for special programs and facility improvements as requested by the Academy Board;
- (i) Operation of the school building and the supervision of the installation of technology integral to school design;
- (j) Administration of extra-curricular and co-curricular activities and programs;
- (k) Preparation of processes and procedures governing operations of the Academy as approved by the Academy Board;
- (l) Provide special education services to students who attend the Academy in conformity with the requirements of applicable law, regulations and Academy Board policies;
- (m) Participation in strategic planning with the Academy Board for the continuing educational and financial benefit of the Academy;

- (n) Implementation of a public relations strategy for the development of a beneficial and harmonious relationships with other organizations and the community;
- (o) Implementation and enforcement of student codes of conduct approved by the Academy Board; and
- (p) Any other function necessary or expedient for the administration of the Academy as determined in the reasonable discretion of Amparo Eaton, with prior approval from the Academy Board.

3.2 **Educational Goals and Program.** Amparo Eaton shall use commercially reasonable efforts to implement the educational goals and programs set forth in the Charter Contract, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (the “*Educational Program*”). In the event that Amparo Eaton determines that it is advisable to modify the educational goals and program set forth in the Charter Contract, Amparo Eaton will provide written notification to the Academy Board specifying the changes it recommends and the reasons for the proposed changes. No changes may be made to the Educational Program until the Charter Contract is amended by the Academy and CMU.

3.3 **Place of Performance.** Instruction services other than field trips will normally be performed at the Academy facilities. Amparo Eaton may perform functions other than instruction, such as purchasing, professional development, and administrative functions at Academy facilities, unless prohibited by the Charter Contract or applicable law. The Academy shall provide Amparo Eaton with the necessary office space at the Academy site to perform all services described in this Agreement.

3.4 **Acquisitions.** All acquisitions made by Amparo Eaton for the Academy including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the Academy. Amparo Eaton and its subcontractors will comply with the Revised School Code (including, but not limited to, Sections 1267 and 1274 of the Code, MCL 380.1267 and MCL 380.1274) as if the Academy were making these purchases directly from a third-party supplier or vendor, and Amparo Eaton will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

3.5 **Pupil Performance Standards and Evaluation.** Amparo Eaton is responsible for and accountable to the Academy Board for the performance of students who attend the Academy. Amparo Eaton shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Charter Contract and such additional measures as shall be mutually agreed between the Academy Board and Amparo Eaton and consistent with the Charter Contract.

3.6 **Student Recruitment.** Amparo Eaton shall be responsible for the recruitment of students subject to the provisions of the Charter Contract and the policies adopted by the Academy Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. Amparo Eaton shall follow all applicable Academy Board procedures regarding student recruitment, enrollment, and lottery management,

and shall be responsible for publication of appropriate public notices and scheduling of open houses.

3.7 **Student Due Process Hearings.** Amparo Eaton shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality, and access to records, to an extent consistent with the Academy's own obligations. The Academy Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

3.8 **Legal Requirements.** Amparo Eaton shall provide educational programs that meet the requirements imposed under the Code and the Charter Contract unless such requirements are or have been waived.

3.9 **Rules and Procedures.** The Academy Board shall adopt rules, regulations, and procedures applicable to the Academy and Amparo Eaton is directed to enforce the rules, regulations and procedures adopted by the Academy Board in all material respects which comply with applicable law. If requested by the Academy Board, Amparo Eaton shall assist the Academy Board in its policy making function by recommending the adoption of reasonable rules, regulations, and procedures applicable to the Academy which comply with applicable law.

3.10 **School Year and School Day.** The school year and the school day shall be as provided in the Charter Contract and as defined annually by the Academy Board.

3.11 **Authority.** Amparo Eaton shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.

3.12 **Charter Contract with CMU.** Amparo Eaton will not knowingly act in a manner that will cause the Academy to be in breach of its Charter Contract with CMU.

3.13 **Additional Programs.** The services provided by Amparo Eaton to the Academy under this Agreement consist of the Educational Program as set forth in the Charter Contract, as the same may change by mutual agreement from time to time. The Academy Board may decide to provide additional programs, including but not limited to summer school. The Academy Board agrees to give Amparo Eaton at least 30 days' notice of any changes to the Educational Program as set forth in the Charter Contract. The Academy may also purchase additional services from Amparo Eaton at mutually agreeable cost pursuant to a separate agreement between the parties.

3.14 **Annual Budget Preparation.** Amparo Eaton will provide the Academy Board with a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* and in a form satisfactory to the Academy Board and to CMU. The budget shall contain object level detail and comply with customary industry public accounting standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Academy Board for approval not later

than 30 days prior to the date when the approved budget is required to be submitted to CMU. Amparo Eaton may not make deviations from the approved budget without the prior approval of the Academy Board.

3.15 **Availability of Funds.** Amparo Eaton shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient funds received by or on behalf of the Academy to make payments in accordance with the terms of the annual budget approved by the Academy Board.

ARTICLE IV. OBLIGATIONS OF THE ACADEMY BOARD

4.1 **Board Policy Authority.** The Academy Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including but not limited to policies relative to the conduct of students while in attendance at the Academy or enroute to and from the Academy and regulations governing the procurement of supplies, materials and equipment. The Academy Board shall exercise good faith in considering the recommendations of Amparo Eaton on issues including, but not limited to, policies, rules, regulations, procedures, curriculum, and budgets subject to the constraints of law and the requirements of the Charter Contract.

4.2 **Building Facility.** The Academy Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Charter Contract and applicable law.

4.3 **Academy Employees.** The Academy Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Academy Board.

4.4 **Educational Consultants.** The Academy Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of Amparo Eaton under this Agreement. Amparo Eaton shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities, and information as if such requests came from the full Academy Board. Amparo Eaton shall have no authority to select, evaluate, assign, supervise, or control any educational consultant employed by the Academy Board, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by the Academy Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Academy Board.

4.5 **Legal Counsel.** The Academy Board shall select and retain at its expense legal counsel to advise it regarding its rights and responsibilities under the Charter Contract, this Agreement and applicable law. Such legal counsel shall advise on the negotiation of this Agreement and shall not represent Amparo Eaton or an Amparo Eaton owner, director, officer, or employee.

4.6 **Audit.** The Academy Board shall select and retain at its expense the independent auditor to perform the Academy's annual financial audit in accordance with the Charter Contract and applicable state law.

4.7 **Data Security.** The Academy Board shall be responsible at its expense for all costs associated with any use or disclosure of Covered Data and Information (as defined in Section 12.2)

which is the direct result of the Academy Board's willful misconduct or negligence and is not authorized by this Agreement including, without limitation, the legal, accounting, consulting and other costs associated with a data breach of personally identifiable information from Academy education records or other confidential information not suitable or appropriate for public release. Amparo Eaton shall be responsible at its expense for all costs associated with any use or disclosure of Covered Data and Information not authorized by this Agreement or in writing by the Academy which is the direct result of Amparo Eaton's willful misconduct or gross negligence.

4.8 **Budget.** The Academy Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* that has adequate resources to fulfill its obligations under the Charter Contract, including but not limited to its oversight of Amparo Eaton, the organization of the Academy, negotiation of the Charter Contract and any amendments, payment of employee costs, insurance required under the Charter Contract and this Agreement, the annual financial audit and retention of the Academy Board's legal counsel and consultants. In addition, the Academy Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Academy Board after notice to and consultation with Amparo Eaton. Pursuant to the Uniform Budgeting and Accounting Act, MCL 141.422b, the Academy Board is responsible for designating the Chief Administrative Officer ("CAO") of the Academy. Amparo Eaton or any owner, officer, director, or employee of Amparo Eaton shall not be designated as the CAO of the Academy but may assist the CAO in carrying out his or her duties.

4.9 **Academy Funds.** The Academy Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the Academy Board's accounts shall be Academy Board members and/or properly designated Academy Board employees. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Academy Board shall provide Academy funding on a consistent and timely basis to allow Amparo Eaton to fulfill its obligations under this Agreement.

4.10 **Governmental Immunity.** The Academy Board shall determine when to assert, waive or not waive its governmental immunity.

4.11 **Charter Contract with CMU.** The Academy Board will not act in a manner which will cause the Academy to be in breach of its Charter Contract with CMU.

4.12 **Evaluation of Amparo Eaton.** The Academy Board will evaluate the performance of Amparo Eaton to provide Amparo Eaton with an understanding of the Academy Board's view of its performance under this Agreement. The Academy Board shall supply Amparo Eaton with a copy of the evaluation format and content areas to be evaluated at least 90 days prior to any evaluation. All completed evaluations conducted by the Academy Board or a representative of the Academy Board will be provided to Amparo Eaton in writing, no later than thirty (30) days following the conclusion of the evaluation. Amparo Eaton will be provided thirty (30) days to response to the evaluation in writing if it wishes to do so.

4.13 **Academy Records.** The financial, educational and student records pertaining to the Academy (“*Academy Records*”) are Academy property and are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to the Michigan Freedom of Information Act, MCL 15.231, *et seq.* All Academy Records shall be physically or electronically available, upon request, at the Academy’s physical facilities. Except as prohibited under the Charter Contract and applicable law, this Agreement shall not restrict CMU’s or the public’s access to the Academy’s records. Amparo Eaton shall make information concerning the operation and management of the Academy available to the Academy as deemed necessary by the Academy in order to enable the Academy to satisfy its obligations under the Charter Contract.

4.14 **Assistance to Amparo Eaton.** The Academy Board shall cooperate with Amparo Eaton in furnishing all information and submitting all forms and reports required under this Agreement, including timely notice of all Academy Board meetings. To the extent permitted by law, the Academy Board shall timely furnish Amparo Eaton all documents and information necessary for Amparo Eaton to properly perform its responsibilities under this Agreement.

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

ARTICLE V. FINANCIAL ARRANGEMENT

5.1 **School Source of Funding.** As a Michigan public school academy, the source of funding for the Academy is state aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

5.2 **Other Revenue Sources.** In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Academy Board and Amparo Eaton, with prior Academy Board approval, shall endeavor using commercially reasonable efforts to obtain revenue from other sources. In this regard:

- (a) The Academy and/or Amparo Eaton shall use their best efforts to solicit and receive donations consistent with the mission of the Academy.
- (b) The Academy and/or Amparo Eaton may apply for and receive grant money, in the name of the Academy. Amparo Eaton shall provide advance notification to the Academy Board of any grant applications it intends to make.
- (c) To the extent permitted under the Code, and if approved by the Academy Board, Amparo Eaton may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

All funds received by Amparo Eaton or the Academy in the aid of quality education at the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the Parties in writing.

5.3 Compensation for Services. The Academy shall pay to Amparo Eaton an annual management fee as reasonable compensation for the services Amparo Eaton will provide to the Academy for each school year during the term of this Agreement, as described in Article III of this Agreement. The amount of this annual fee shall be twelve percent (12.00%) of state funds the Academy receives directly or indirectly based upon the number of students enrolled in the Academy attributable to a school year of the Academy during which Amparo Eaton provides services under this Agreement. The amount of this annual fee is subject to reduction in a mutually agreeable amount within the school year if extenuating circumstances make payment of the entire annual fee inappropriate. Amparo Eaton's annual management fee shall be paid in twelve (12) equal installments on the last day of the month during each school year of the Academy during which Amparo Eaton provides services under this Agreement. Amparo Eaton will cooperate with the Academy to modify the exact date of any monthly installment payment to coordinate with the timing of the funds received by the Academy; provided, however that all payments attributable to services provided by Amparo Eaton in any school year of the Academy shall be made by August 30 of such year. Should the system of funding the Academy change significantly, the Parties reserve the right to renegotiate this Agreement.

5.4 Reasonable Compensation. Amparo Eaton's compensation under this Agreement is reasonable compensation for services rendered. Amparo Eaton's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

5.5 Payment of Educational Program Costs. In addition to the Academy's obligation to reimburse Amparo Eaton for the compensation of certain Amparo Eaton employees under Article VI, all costs reasonably incurred in providing the Educational Program at the Academy shall be paid by the Academy. Such costs shall include, but shall not be limited to, curriculum materials, professional learning and development required by the state or other governmental entities, textbooks, library books, computers and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract that are not included in the management fee, building payments, maintenance, utilities, capital improvements, family engagement and marketing and development costs. Marketing and development and family engagement 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 Amparo Eaton or other public-school academies. Unless the Academy Board provides prior notice in writing that Amparo Eaton shall make advance payment of specific approved fees and expenses, the Academy Board shall pay Amparo Eaton monthly for approved fees and expenses upon reasonably presented documentation and approval by the Academy Board. At its option, the Academy Board may advance funds to Amparo Eaton for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification at its next regularly scheduled meeting. In paying any costs on behalf of the Academy, Amparo Eaton shall not charge an added fee. Any costs reimbursed to Amparo Eaton that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by Amparo Eaton. No corporate costs of Amparo Eaton shall be charged to, or reimbursed by, the Academy.

5.6 Amparo Eaton Costs. The annual management fee set forth in Section 5.3 is intended to compensate Amparo Eaton for all expenses it incurs for the administrative, financial, and management services Amparo Eaton is required to provide under this Agreement, including but not limited to expenses associated with budgeting, accounting, board support, employee recruitment, hiring and training of employees, and compliance with this Agreement. Amparo Eaton will provide sufficient professional and non-professional staff in these areas and is responsible for their compensation. For the avoidance of doubt, the costs to be paid by Amparo Eaton under this Section 5.6 do not include payments for Amparo Eaton personnel provided pursuant to: (i) Sections 6.2, 6.3, 6.4 and 6.5 that are to be reimbursed by the Academy under Section 6.1; and (ii) educational program costs under Section 5.5. Any services to be provided by Amparo Eaton that are included in the management fee but are performed by a subcontractor shall not be charged to, reimbursed by, or passed through as an additional cost to the Academy.

5.7 Other Public-School Academies. The Academy acknowledges that Amparo Eaton has or may enter into management agreements with other public-school academies. Amparo Eaton shall separately account for reimbursable expenses incurred on behalf of the Academy and other public-school academies, and only charge the Academy for expenses incurred on behalf of the Academy.

5.8 Financial Reporting. On not less than a monthly basis, Amparo Eaton shall present the Academy Board with a monthly cash flow analysis, an aged report of accounts payable, a bank reconciliation and a written report detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by the Academy Board. The Academy Board must be presented a balance sheet and a statement of revenues, expenditures, and changes in fund balance at each regularly scheduled meeting. This report shall explain any material variances from the approved budget and shall contain recommendations for necessary budget corrections and shall be prepared at least seven days in advance of the Academy Board meeting to be available to Academy Board members, and its designees, in preparation for Academy Board meetings. These reports shall be provided to the Academy Board finance committee and the Academy Board at least one week prior to the regularly scheduled Academy Board meeting.

5.9 Operational Reporting. In order to enable the Academy Board to monitor Amparo Eaton's educational performance and the efficiency of its operation of the Academy, upon the written request of the Academy Board, Amparo Eaton will provide written reports to the Academy Board on any reasonably related topic of Academy activity or operations, and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than thirty (30) days after the request for the report is received by Amparo Eaton unless the Academy Board and Amparo Eaton mutually agree upon an extended timetable.

5.10 Audit Report Information. Amparo Eaton will make all its financial and other records related to the Academy available to the Academy, the Academy's independent auditor selected by the Academy Board and CMU upon request.

5.11 Other Financial Relationships. Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and Amparo Eaton shall be contained in a document separate from this Agreement and separately reviewed by CMU. All such agreements shall comply with the Charter Contract, as well as any applicable law and CMU policies. Amparo Eaton does not enter into this Agreement with an interest in executing promissory notes or other financing agreements on behalf of or related to the

Academy and is not expected by the Academy to serve as guarantor for promissory notes or other financing agreements through other lenders.

5.12 **Access to Records.** Amparo Eaton shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of Amparo Eaton, and retain all financial, educational and student records in accordance with applicable state and federal law and requirements. Financial, educational, operational and student records that are now or may in the future come into the possession of Amparo Eaton remain Academy records and are required to be returned by Amparo Eaton to the Academy upon demand, provided that Amparo Eaton may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. Amparo Eaton and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy financial and other records shall be physically or electronically available, upon reasonable advance request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict CMU's, the Academy's independent auditor's or the public's access to these records under the Michigan Freedom of Information Act or the Charter Contract.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 **Personnel Responsibility.** Amparo Eaton is responsible for providing the Academy with a School Principal and qualified teaching, instructional support, pupil support, food service, secretarial, security and other staff to operate the Academy within the staffing levels approved by the Academy Board in its annual budget. Amparo Eaton shall have the authority to select, evaluate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Academy Board employees, if any, consistent with applicable law and the provisions of this Agreement. With the exception of Academy Board employees, if any, Amparo Eaton shall be the employer of all individuals working at or for the Academy and accepts full liability and is responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, payroll taxes, unemployment costs, workers compensation costs, social security costs and liability insurance costs irrespective of whether Amparo Eaton receives an advancement of its costs or the payment of services from the Academy. Unless directed by the Academy Board due to requirements by applicable statute, court or administrative decision, or Attorney General's opinion, Amparo Eaton shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Amparo Eaton will provide the Academy Board with a detailed listing of the anticipated compensation and fringe benefit costs for all employees of Amparo Eaton who will be assigned to provide services at the Academy. The Academy Board will reimburse Amparo Eaton for all costs attributable to these employees assigned to the Academy, including wages, salaries, fringe benefits, payroll taxes, unemployment costs, workers compensation costs, social security costs and liability insurance costs, provided that these costs are not higher than anticipated and approved in the annual budget. At its option, the Academy Board may advance funds to Amparo Eaton for all costs attributable to those Amparo Eaton employees assigned to the Academy, including wages, salaries, fringe benefits, payroll taxes, unemployment costs, workers compensation costs, social security costs and liability insurance costs, provided that documentation for such fees and expenses are provided by Amparo Eaton for Academy Board review and are consistent with budget allocations. At the request of the Academy Board, Amparo Eaton will provide payroll services for employees of the Academy Board at the Academy Board's expense.

6.2 **School Principal.** Amparo Eaton will have the authority, consistent with applicable law, and with input from the Academy Board, to select and supervise the Principal and to hold that individual accountable for the success of the Academy. At the request of the Academy Board, Amparo Eaton will review the performance of the Principal with the Academy Board. The Principal will be an Amparo Eaton employee, but Amparo Eaton agrees to provide the Academy Board an opportunity to meet with the Principal prior to placement at the Academy and to inform the Academy Board in advance prior to taking any action that would alter the employment status of the Principal. Upon receipt of written notification indicating that the Academy Board is not satisfied with the performance of the Principal, Amparo Eaton will provide a replacement Principal if the performance problems are not resolved to the Academy Board's reasonable satisfaction. The employment agreement with the Principal, and the duties and compensation of the Principal shall be determined by Amparo Eaton, but that individual must be assigned on a full-time basis to the Academy and may not be providing services to any other school or Academy without the prior approval of the Academy Board. Each administrator assigned to or retained to work at the Academy shall hold a valid administrator certificate or permit issued by the State Board of Education under the Code and shall meet all other requirements of state law and federal law.

6.3 **Teachers.** As part of the annual budgeting process, Amparo Eaton shall make a recommendation to the Academy Board regarding the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy pursuant to the Charter Contract. Amparo Eaton shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The Academy Board, however, shall ultimately decide the number of teachers, the applicable grade levels and subjects taught at the academy as prescribed in the Charter Contract. Such teachers may, at the discretion of Amparo Eaton, work at the Academy on a full or part time basis. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher, as defined by the Michigan State Board of Education, with a valid teaching certificate, or temporary special permit issued by the state board of education under the Code, to the extent required under the Code and Every Student Succeeds Act. Teachers employed by Amparo Eaton shall not be considered teachers for purposes of continuing tenure under MCL Section 38.71 *et. seq.*

6.4 **Support Staff.** As part of the annual budgeting process, Amparo Eaton shall make a recommendation to the Academy Board regarding the number of support staff required for the operation of the Academy pursuant to the Charter Contract. However, the Academy Board, shall ultimately decide the number of support staff at the Academy. Amparo Eaton shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the discretion of Amparo Eaton, work at the Academy on a full or part time basis. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees or licenses legally required for the position to which they are assigned under the Code and Every Student Succeeds Act.

6.5 **Training.** Subject to its discretion, Amparo Eaton shall provide training to the School Principal, teachers and support staff on a regular and continuing basis and shall insure that they receive all training required by law. The School Principal, teachers, and support staff employees shall receive such other training as Amparo Eaton determines as reasonable and necessary under the circumstances.

6.6 **Non-Compete Agreements.** Amparo Eaton shall be prohibited from executing contracts with the School Principal, teachers and support staff assigned to the Academy that contain non-compete agreements of any nature. Amparo Eaton agrees that any provision of an employment

agreement with any such employees that would be in violation of this provision is void and shall not be enforceable in any forum.

ARTICLE VII. TERMINATION OF AGREEMENT

7.1 Termination by the Academy for Cause. This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that Amparo Eaton should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Academy Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so), or a violation of the Charter Contract or of applicable law. In order to terminate this Agreement for cause, the Academy Board is required to provide Amparo Eaton with written notification of the facts it considers to constitute material breach and the period of time within which Amparo Eaton has to remedy this breach. After the period to remedy the material breach has expired, the Academy Board may terminate this Agreement by providing Amparo Eaton with written notification of termination. Any action or inaction by Amparo Eaton that is not cured within sixty (60) days of notice thereof which causes the Charter Contract to be revoked, terminated, suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination or suspension by CMU is a material breach.

7.2 Termination by Amparo Eaton for Cause. This Agreement may be terminated by Amparo Eaton for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from Amparo Eaton. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make payments to Amparo Eaton as required by this Agreement, breach of any warranties or representations made herein or a failure to give consideration to the recommendations of Amparo Eaton regarding the operation of the Academy, a violation of the Charter Contract or of applicable law. In order to terminate this Agreement for cause, Amparo Eaton is required to provide the Academy Board with written notification of the facts it considers to constitute material breach and the period of time within which the Academy has to remedy this breach. After the period to remedy the material breach has expired, Amparo Eaton may terminate this Agreement by providing the Academy Board with written notification of termination.

7.3 Revocation or Termination of Charter Contract. If the Academy's Charter Contract issued by CMU is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Charter Contract, this Agreement shall automatically terminate on the same date as the Academy's Charter Contract is revoked, terminated or expires without further action of the Parties.

7.4 Termination Due to Insolvency. Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated by either Party immediately in the event the other Party is declared bankrupt or insolvent, or if a receiver is appointed or any proceedings are commenced, voluntarily or involuntarily, by or against such Party under any bankruptcy or similar law and such status is not cured within sixty (60) days from its occurrence.

7.5 Termination by Either Party Without Cause. If Amparo Eaton and the Academy Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, either Party may elect to terminate the Agreement at the end of a

school year, provided that the terminating party gives the other party written notification of termination at least ninety (90) calendar days prior to the termination date and provides the other party with an opportunity within that period to negotiate an agreement on the educational policies at issue.

7.6 Change in Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either Party to carry out its obligations under this Agreement, then either Party, upon written notice, may request renegotiation of the Agreement. If the parties are unable or unwilling to renegotiate the terms within 90 days after the notice, the party requiring the renegotiation may terminate this Agreement on 120 days further written notice or the effective date of the federal, state or local law or regulation, whichever occurs earlier.

7.7 Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent unusual and compelling circumstances, or as otherwise provided in this Agreement, the termination will not become effective until the end of that school year.

7.8 Rights to Property Upon Termination. Upon termination of this Agreement all equipment, whether purchased by the Academy or by Amparo Eaton with state school aid funds or other funds secured by the Academy, shall remain the exclusive property of the Academy. Amparo Eaton shall have the right to reclaim any usable property or equipment (*e.g.*, including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by Amparo Eaton with Amparo Eaton funds. Fixtures and building alterations shall become the property of the Academy.

7.9 Pro-Rata Payment. In the event that this Agreement is terminated during its term as provided in this Agreement, the Academy will pay Amparo Eaton for its services performed under this Agreement up to and including the effective date of termination. Any funds remitted by the Academy to Amparo Eaton in excess of the pro-rata charges for services performed by Amparo Eaton up to and including the effective date of termination will be returned to the Academy by Amparo Eaton. Any such amounts owed by either Party to the other shall be paid within thirty (30) days of the effective date of termination of this Agreement.

7.10 Termination Mid-Year. The Parties agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Parties agree to work cooperatively to transition management and operations of the school without disrupting the Academy's operations. Amparo Eaton shall perform such a transition in a similar manner as described under Section 7.11 based upon completion of the then-current school period.

7.11 Procedures Upon Termination. Upon termination or expiration of this Agreement, or this Agreement is terminated due to a Charter Contract revocation, reconstitution, termination or non-renewal, Amparo Eaton shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new educational service provider ("**ESP**"), self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent/legal guardian or to a person or entity authorized to hold such records; (iii)

provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Amparo Eaton to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. The foregoing includes any keys, log-in information and passwords related to any Academy asset.

7.12 **Surviving Provisions.** Article XII (Confidentiality and Data Security), Article VIII (Proprietary Information), Section 10.1 (Insurance of the Academy), Section 10.2 (Insurance of Amparo Eaton) and Section 13.13 (Dispute Resolution Procedure) of this Agreement shall survive the expiration or termination of this Agreement for any reason.

ARTICLE VIII. PROPRIETARY INFORMATION

8.1 Proprietary Information.

(a) The Academy shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by Amparo Eaton, its employees, agents or subcontractors, or by any individual working for or supervised by Amparo Eaton, which were developed during working hours or during time for which the individual is being paid by Amparo Eaton which (i) were directly developed and paid for by the Academy as part of this Agreement; or (ii) were developed by Amparo Eaton at the direction of the Academy Board with Academy funds, as part of this Agreement.

(b) Amparo Eaton shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by Amparo Eaton, its employees, agents, or subcontractors, or by any individual working for or supervised by Amparo Eaton, which were developed and paid for by Amparo Eaton without Academy funds and/or during hours outside of this Agreement. Nothing herein shall prevent Amparo Eaton from creating derivative or similar works which are wholly owned by Amparo Eaton. This provision does not permit duplication of Academy intellectual property by Amparo Eaton.

8.2 **Marks.** To the extent permitted by law, Amparo Eaton may label educational materials provided by Amparo Eaton under this Agreement with Amparo Eaton's name, colors, logos, and other marks associating the materials with Amparo Eaton. Neither Party may use the trademarks, service marks, mascot, or other identifying symbols of the other Party, except as provided in this Agreement or with the prior written approval of the other Party.

8.3 **Required Disclosure.** The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to CMU and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Section 505(3) of the Code, notwithstanding anything contained in this Article VIII to the contrary. Amparo Eaton understands and agrees that educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.

ARTICLE IX. INDEMNIFICATION

9.1 **Indemnification of Amparo Eaton.** To the extent permitted by law, the Academy shall indemnify and hold Amparo Eaton (which term for purposes of this Section 9.1, includes Amparo Eaton's officers, directors, members, employees and agents) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Amparo Eaton for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this Section 9.1 may be met by the purchase of insurance in a form and amounts acceptable to Amparo Eaton.

9.2 **Limitations of Liabilities.** The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

9.3 **Indemnification of the Academy.** Amparo Eaton shall indemnify and hold the Academy (which term for purposes of this Section 9.3, includes the Academy's officers, directors, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by Amparo Eaton with any agreements, covenants, warranties, or undertakings of Amparo Eaton contained in or made pursuant to this Agreement, including any and all employment related claims, demands or suits by Amparo Eaton employees, former employees or applicants; and any misrepresentation or breach of the representations and warranties of Amparo Eaton contained in or made pursuant to this Agreement. In addition, Amparo Eaton shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this Section 9.3 may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

9.4 **Indemnification for Negligence.** To the extent permitted by law, the Academy shall indemnify and hold harmless Amparo Eaton, and Amparo Eaton's members, Board of Directors, officers, employees, agents, and representatives, from any and all claims and liabilities which Amparo Eaton may incur, and which arise out of the negligence of the Academy's directors, officers, employees, agents, or representatives. Amparo Eaton shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents, or representatives, from any and all claims and liabilities which the Academy may incur, and which arise out of the negligence of Amparo Eaton's members, directors, officers, employees, agents, or representatives.

9.5 **Indemnification of CMU.** The Parties acknowledge and agree that CMU, its Board of Trustees, and its members, officers, employees, agents or representatives (collectively "*University*") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, Amparo Eaton hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University's

approval of the Academy's application, the University Board's consideration of or issuance of a Charter Contract, Amparo Eaton's preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by Amparo Eaton, or which arise out of Amparo Eaton's failure to comply with the Charter Contract or applicable law. The Parties expressly acknowledge and agree that the University may commence legal action against Amparo Eaton to enforce its rights as set forth in this section of the Agreement.

ARTICLE X. INSURANCE

10.1 Insurance of the Academy. The Academy shall secure and maintain such policies of insurance as required by the Charter Contract and the Michigan Universities Self Insurance Corporation ("*M.U.S.I.C.*"). This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as required by the provisions of the Contract and M.U.S.I.C., including the indemnification of Amparo Eaton required by this Agreement. The Academy shall, upon request, present evidence to Amparo Eaton that it maintains the requisite insurance in compliance with the provisions of this Section 10.1. Amparo Eaton shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. All insurance maintained under this Section 10.1 shall have Amparo Eaton as a named additional insured.

10.2 Insurance of Amparo Eaton. Amparo Eaton shall secure and maintain such policies of insurance as the Academy shall maintain as required by the Charter Contract and M.U.S.I.C., with the Academy listed as an additional insured. Amparo Eaton shall maintain such insurance in an amount and on such terms as are reasonably acceptable to the Academy and as required by the provisions of the Charter Contract and M.U.S.I.C., including the indemnification of the Academy required by this Agreement. Amparo Eaton shall, upon request, present evidence to the Academy and CMU that it maintains the requisite insurance in compliance with the provisions of this Section 10.2. The Academy shall comply with any information or reporting requirements applicable to Amparo Eaton under Amparo Eaton's policy with its insurer(s), to the extent practicable. In the event CMU or M.U.S.I.C. reasonably requests any change in coverage by Amparo Eaton, Amparo Eaton agrees to comply with any change in the type or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. Amparo Eaton understands and acknowledges that the insurance Amparo Eaton is required to obtain is separate from and in addition to the insurance the Academy Board is required to obtain under the Charter Contract.

10.3 Workers' Compensation Insurance. Each Party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

10.4 No Special Damages. Neither Amparo Eaton nor the Academy will be liable for special, indirect, or consequential damages, or loss of profits, revenues, or goodwill arising out of this Agreement regardless of the basis of the claim.

ARTICLE XI. COMPLIANCE WITH CHARTER CONTRACT

11.1 Academy Board Due Diligence. The Academy Board hereby agrees to perform the necessary due diligence of Amparo Eaton and provide all information to CMU pursuant to the CMU Educational Service Provider Policies, as amended ("*ESP Policies*").

11.2 **Academy Board Members.** All Academy Board members, and their respective spouses and immediate family members hereby agree that they do not have any direct or indirect ownership, employment, contractual or management interest in Amparo Eaton. The relationship between the Academy and Amparo Eaton shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Charter Contract.

11.3 **ESP Agreement.** This Agreement is an arms-length, negotiated agreement between an informed Academy Board and Amparo Eaton. The Academy Board shall not approve this Agreement until all Academy Board members have been given the opportunity to review the Agreement with the Academy's legal counsel. Prior to the Academy Board's approval of this Agreement, the Academy Board shall obtain a legal opinion from its legal counsel, which includes the representation that legal counsel has reviewed this Agreement, the ESP Policies and the Academy's Charter Contract, and that in their opinion:

- (a) The Academy Board has the power and authority to enter into the Agreement; and
- (b) Execution of the proposed ESP agreement does not violate any term or provision of the Contract (including the ESP Policies) and applicable law; and
- (c) Entering into this Agreement does not authorize or require an improper delegation by the Academy Board.

The Academy Board shall only approve this Agreement with a formal vote at a public board meeting. Prior to Academy Board's vote on this Agreement, the Academy Board shall provide an opportunity for public comment on this Agreement.

11.4 **Information Reporting.** Amparo Eaton is hereby required to make information concerning the operation and management of the Academy, including but not limited to, information in the Charter Contract, including all exhibits, schedules, and the like, available to the Academy as deemed reasonably necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Charter Contract.

11.5 **Compliance with Academy's Charter Contract.** Amparo Eaton 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 Charter Contract issued by the University Board. The provisions of the Academy's Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

11.6 **Compliance with Section 503c.** On an annual basis, Amparo Eaton shall provide the Academy Board all of the same information that a school district is required to disclose under section 18(2) of the State School Aid Act, MCL 380.1618(2), for the most recent school fiscal year in which the information is available. Within thirty (30) days of receiving the information under section 18(2), the Academy Board shall make this information publicly available on its website, 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.

ARTICLE XII. CONFIDENTIALITY AND DATA SECURITY

12.1 **Commitment to Preserve.** Amparo Eaton agrees that it shall observe the policies and directives of the Academy to preserve the confidentiality of Covered Data and Information

(defined in Section 12.2 below) to the extent that Amparo Eaton (its employees or agents) are permitted to access Covered Data and Information in the course of performing Services under this Agreement.

12.2 Covered Data and Information (CDI). CDI includes paper and electronic student education and/or medical record information supplied by the Academy and/or its students or parents/guardians to Amparo Eaton and includes, without limitation, “education records” and “education record information” as defined under FERPA and IDEA; “protected health information” as defined under HIPAA; “relevant records” as defined under Section SO4; and social security numbers. CDI also includes any new records created and maintained by Amparo Eaton under this Agreement using CDI.

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

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

12.5 Return or Destruction of CDI. Upon termination or other conclusion of this Agreement, Amparo Eaton (its employees and agents) shall return all CDI to the Academy.

12.6 Maintenance of the Security of Electronic Information. Amparo Eaton (its employees and agents) shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of, the Academy or its students. These measures will be extended by contract to include subcontractors or Business Associates used by Amparo Eaton.

12.7 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. Amparo Eaton, within two business days of discovery, shall report to the Academy any use or disclosure of CDI not authorized by this Agreement or in writing by the Academy. The 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 Amparo Eaton has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Amparo Eaton has taken or shall take to prevent future similar

unauthorized use or disclosure. Amparo Eaton shall provide such other information, including a written report, as reasonably requested by the Academy.

12.8 Remedies.

- (a) **Notice and Opportunity to Cure.** If the Academy reasonably determines in good faith that Amparo Eaton has materially breached any of its obligations under the data security provisions of this Agreement, the Academy, in its sole discretion, shall have the right to require Amparo Eaton to submit to a plan of monitoring and reporting; provide Amparo Eaton with a thirty (30) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the Academy shall provide written notice to Amparo Eaton describing the violation and the action it intends to take.
- (b) **Statutory/Regulatory Penalties.** In addition, the Parties understand and agree that Amparo Eaton is subject to any penalties for unauthorized disclosures or misuse of CDI that are or may be imposed, from time to time, under applicable law including, without limitation, that Amparo Eaton may be prohibited by law from accessing CDI for defined periods of time following any unauthorized disclosure or misuse of CDI, which shall constitute a material breach of this Agreement.

12.9 **Amendment for Compliance.** If the Academy believes in good faith that any data security provision of this Agreement fails to comply with applicable laws or regulations, the Academy shall notify Amparo Eaton in writing. Within sixty (60) business days of receipt of such notice by Amparo Eaton, the Parties shall address in good faith the expressed concern(s) and shall amend the terms of this Agreement, if the Academy deems an amendment necessary to bring the Agreement into compliance with applicable laws and regulations. If after such sixty (60) business day period this Agreement remains non-compliant with applicable laws or regulations with respect to the concern(s) raised under this Section, the Academy shall have the right to immediately terminate this Agreement upon written notice to Amparo Eaton.

12.10 **Prohibition on Sale of CDI.** Except as permitted under the Code, Amparo Eaton shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If Amparo Eaton receives information that is part of an Academy student's education records, Amparo Eaton shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this Section 12.10, the term "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

ARTICLE XIII. MISCELLANEOUS

13.1 **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Amparo Eaton on the subject matter hereof.

13.2 **Force Majeure.** Neither Party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

13.3 **Notices.** All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each Party, and shall be effective when received by the Parties or mailed to the Parties at their respective addresses set forth below, or at such other address as may be furnished by a Party to the other Party:

If to Amparo Eaton:

Amparo Eaton, LLC
18 S. Michigan Ave, Suite 900
Chicago, IL, 60603
Attn: Board Secretary

With a copy to (which shall not constitute notice):

Dykema Gossett, PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
Attn: Richard L. Lieberman

If to Eaton Academy:

Eaton Academy
21450 Universal Avenue
Eastpointe, Michigan 48021
Attn: Board President

With a copy to (which shall not constitute notice):

Collins & Blaha, P.C.
31440 Northwestern Highway, Suite 170
Farmington Hills, Michigan 48334

13.4 **Severability.** The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

13.5 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

13.6 **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the services provided, and the compensation for such services, by the Parties. Any modification to this Agreement must be made in writing, approved by the Academy Board and Amparo Eaton, and signed by a duly authorized officer. In addition, any modification must be done in accordance with the CMU ESP Policies before any modification to this Agreement can become effective.

13.7 **Non-Waiver.** No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the Parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

13.8 **Assignment.** Amparo Eaton may not assign this Agreement without the prior written approval of the Academy Board and prior notification to CMU. Any assignment must be done in accordance with the CMU ESP Policies.

13.9 **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

13.10 **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to Amparo Eaton any of the powers or authority of the Academy Board that are not subject to delegation by the Academy Board under Michigan law or the Contract.

13.11 **Compliance with Law.** The Parties agree to comply with all applicable laws and regulations.

13.12 **Warranties and Representations.** Both the Academy and Amparo Eaton represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

13.13 **Dispute Resolution Procedure.** Any and all disputes between the Parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the Parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Oakland County, Michigan. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. Any such judgment shall require a cause opinion as to the final decision. CMU shall be notified of the final decision and the cause opinion shall be made available to CMU, upon request. The cost of arbitration, not including attorneys' fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorneys' fees to the prevailing party, to be paid if awarded by the losing party.

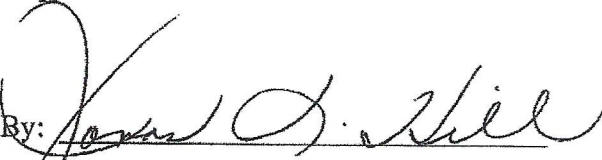
13.14 **Modification to Conform to Changed CMU Policies.** The Parties intend that this Agreement shall comply with CMU's Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in CMU's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict with the revised Policies, the Parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised by CMU of the changes to its policies.

[The signature page follows.]

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

THE ACADEMY:

EATON ACADEMY, a Michigan nonprofit corporation

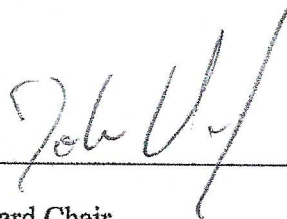
By: 

Its: President

AMPARO EATON:

AMPARO EATON, LLC., a Michigan limited liability company

By: Amparo Ed, Inc., an Illinois not-for-profit corporation, its sole member

By: 

Its: Board Chair

[Signature Page to Amparo Eaton 2023 Management Services Agreement]

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.

Physical Plant Description	6-1
Site Plan	6-3
Floor Plans	6-4
Lease Extension Documentation.....	6-10
Lease Amendment No. 1.....	6-11
Lease Agreement	6-13
Certificates of Use and Occupancy.....	6-33

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)(i) and 380.503(6)(f);

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

Address: 21450 Universal Drive
Eastpointe, MI 48021

Description: The Academy relocated to this Site in 2006, at which time renovations were completed to the existing building (formerly St. Veronica's school) for use as a public school academy. The Site consists of two buildings, which are connected by a corridor, as well as a gymnasium wing. The building contains three levels – a ground floor, first floor and second floor – with a total of approximately 56,000 square feet. The main wing of the building has three levels, whereas the gymnasium wing and other classroom wing have one level. The Academy will use 31 classrooms, 10 student restrooms, several staff restrooms, the multipurpose room, two locker rooms, a prep kitchen, several offices, a reception area, a staff room, resource room, mechanical rooms, storage rooms and custodial closets. The grounds contain an athletic field and several parking areas.

Configuration of Grade Levels: Kindergarten through Eighth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Eastpointe Community Schools
ISD: Macomb

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

- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

4. In addition, the Academy and the University 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 physical facility. These approvals must be provided and be acceptable to the University 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 University Board or its designee.

5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University 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 University 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 University Board or its designee, and the amendment regarding the new site has been executed.

6. 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.



- FLOOR PLAN KEYED NOTES:**
- NOT USED.
 - REPLACE TOILET WITH NEW BARRIER FREE HEIGHT TOILET.
 - PROVIDE 1 1/2" STAINLESS STEEL GRAB BARS.
 - NEW BAKED ENAMEL TOILET OR URINAL PARTITIONS (TP-1, SEE FINISH KEY ON A2.6)
 - NEW BARRIERS STAIR PLATFORM VCT ON NON-COMB FLUOOD ON LIGHT GAUGE METAL FRAMING.
 - REPAIR HANDRAIL.
 - REPAIR AND REPLACE STAIR NOSING WITH MATERIAL TO MATCH EXISTING.
 - RELOCATED SINK.
 - APPLY ONE LAYER OF 5/8" FIRE RATED GYP. BD. OVER ENTIRE SURFACE OF WALL AND PAINT WALL PF-1 (SEE FINISH KEY ON A2.6)
 - NEW VERTICAL PLATFORM LIFT.
 - REPAIR WATER DAMAGE AT WALL AND CEILING.
 - NEW COAT HOOKS.
 - WALL HUNG LAVATORY.
 - SEAL ALL PENETRATIONS W/ UL APPROVED MATERIAL FOR 1 HOUR FIRE RATING.
 - REMOVE DEADBOLT FROM DOOR.
 - INELL TOP OF WALL WITH ONE HOUR RATED CONSTRUCTION TO BE TIGHT TO CEILING.
 - REPAIR BROKEN WINDOW.
 - NEW TEMPERED FIRE RATED GLAZING IN EXISTING DOOR.
 - NEW BARRIER FREE THRESHOLD.
 - NEW CONCRETE RAMP - 1:12 SLOPE MAX. SLOPE UP TO EXISTING CONCRETE LANDING.
 - NEW BUILT UP CURBED CONCRETE RAMP TO EXISTING CONCRETE LANDING. - 1:12 SLOPE MAX. AT RAMP AND 1:40 SLOPE MAX. AT TAPERED SIDE OF RAMP.
 - NEW CONCRETE LANDING FLUSH WITH EXISTING LANDING AT 6" ABOVE GRADE.
 - EXISTING RAMP TO REMAIN.
 - NEW CABINET'S DOORS TO MATCH EXISTING.

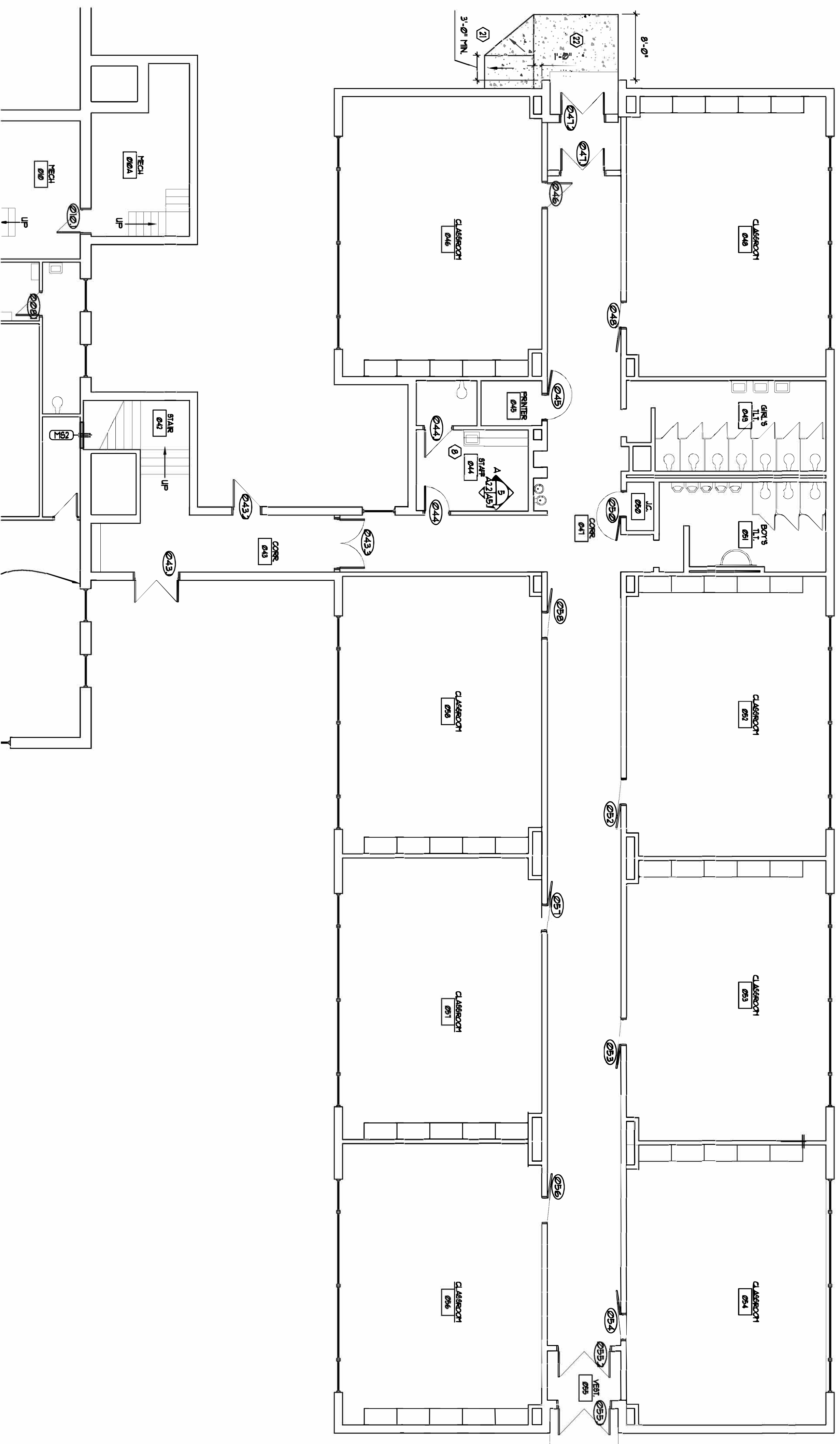
- GENERAL FLOOR PLAN/PARTITION NOTES:**
- GENERAL FLOOR PLAN / PARTITION NOTES AND PARTITION TYPES APPLY TO ALL FLOOR PLANS AND ENLARGED FLOOR PLANS INCLUDED WITHIN THIS DOCUMENT SET.
 - SEE SHEET T01 FOR PARTITION TYPES LEGEND.
 - ALL NEW PARTITIONS SHALL BE PARTITION TYPE T01 UNLESS OTHERWISE NOTED.
 - COORDINATE THE PHASING AND SEQUENCING OF NEW CONSTRUCTION WITH MECHANICAL AND ELECTRICAL DRAWINGS AND SPECIFICATIONS AND WITH CONSTRUCTION PHASING SEQUENCE AS INCLUDED WITHIN GENERAL DEMOLITION NOTES LOCATED ELSEWHERE ON THIS SHEET.
 - ALL DIMENSIONS ARE FROM FACE OF FRAMING UNLESS OTHERWISE NOTED.
 - MAINTAIN INTEGRITY OF ALL NEW OR EXISTING FIRE-RATED PARTITIONS. REFER TO REFLECTED CEILING PLANS FOR FIRE-RATED PARTITION LOCATIONS.
 - WHERE EXISTING SUBSTRATES ARE LOCATED WITHIN NEW FINISHED AREAS OR PARTS OF EXISTING SUBSTRATES WITHIN EXISTING ROOMS IS REQUIRED DUE TO WALL INELL OR DEVICE REMOVAL, NEW FINISHES SHALL EXTEND TO THE NEAREST CORNER OR NATURAL TERMINATION OF FINISHES FOR A CONSISTENT, SMOOTH, INVISIBLE TRANSITION BETWEEN NEW AND EXISTING ADJACENT FINISHES AT THE END OF CONSTRUCTION. REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR PARTITION TYPES AND FINISHES. ADDITIONAL FINISH WORK IDENTIFIED WITHIN THESE DRAWINGS SHALL BE IDENTIFIED BY ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK.
 - THE CONTRACTOR SHALL FURNISH AND INSTALL WALL REINFORCING FOR INSTALLATION OF CABINET, TOILET ACCESSORIES, HANDRAILS, ETC.
 - PROVIDE ACOUSTICAL GASKETS AT FLOOR TRACKS OF ALL NEW PARTITIONS, ACOUSTICALLY ATTENUATE ALL BOXES, REGISTERS, AND OTHER PENETRATIONS, ETC. LOCATED WITHIN OR THROUGH NEW PARTITIONS TO MAINTAIN WALL SOUND RATINGS.
 - SEE SHEET A2.6 FOR DOOR SCHEDULE AND RELATED DETAILS.
 - THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING WORK OR SUPPLYING MATERIALS OR COMPONENTS. LAYOUT ALL WALLS PRIOR TO COMMENCEMENT OF FRAMING AND NOTIFY ARCHITECT FOR DISPOSITION OF MAJOR DIMENSIONAL CONFLICTS.

KEYED WORK NOTES

NO SCALE	15
Ratio: 1/8"=1'-0"	

GENERAL FLOOR PLAN/PARTITION NOTES

NO SCALE	13
Ratio: 1/8"=1'-0"	



EATON ACADEMY
214th Universal Ave.
Eastpointe, MI

Ground Floor Plan

COLLABORATIVE ARCHITECTURE

210 East Huron St.
Ann Arbor, MI 48104
734.663.1910 T
734.663.8427 F
www.a3c.com

A2.1

PROJECT NUMBER	06042
DATE	
ISSUES	
5/31/06	BIDDERMIT
DENIGH	OK'D RAMP

FLOOR PLAN LEGEND

- EXISTING PARTITION
- NEW PARTITION
- NEW ROOM 1/4
- DOOR 1/4
- WINDOW 1/4
- PARTITION TYPE - SEE PARTITION TYPES LEGEND SHEET
- NEW DOOR
- EXISTING DOOR
- EQUIPMENT BY OWNER SUPPLIER REFERENCE ONLY, N/C
- EXISTING FIRE EXTINGUISHER/ CABINET

- FLOOR PLAN KEYED NOTES:**
- ① NOT USED.
 - ② REPLACE TOILET WITH NEW BARRIER FREE HEIGHT TOILET.
 - ③ PROVIDE 1 1/2" STAINLESS STEEL GRAB BARS.
 - ④ NEW BAYED ENAMEL TOILET OR URINAL PARTITIONS (TYP.); SEE FINISH KEY ON A216.
 - ⑤ NEW EGRESS STAIR PLATFORM VCT ON NON-COMB FLYWOOD ON LIGHT GAGE METAL FRAMING.
 - ⑥ REPAIR HANDRAIL.
 - ⑦ REPAIR AND REPLACE STAIR NOSING WITH MATERIAL TO MATCH EXISTING.
 - ⑧ RELOCATED SINK.
 - ⑨ PATCH AND REPAIR EXISTING PLASTER.
 - ⑩ NEW VERTICAL PLATFORM LIFT.
 - ⑪ REPAIR WATER DAMAGE AT WALL AND CEILING.
 - ⑫ NEW COAT HOOKS.
 - ⑬ WALL HANG LAVATORY.
 - ⑭ SEAL ALL PENETRATIONS W/UL APPROVED MATERIAL FOR 1 HOUR FIRE RATING.
 - ⑮ REMOVE DEADBOLT FROM DOOR.
 - ⑯ FILL TOP OF WALL WITH ONE HOUR RATED CONSTRUCTION TO BE TIGHT TO CEILING.
 - ⑰ REPAIR BROKEN WINDOW.
 - ⑱ NEW BARRIER FREE THRESHOLD.
 - ⑲ NEW CONCRETE RAMP - 1/2 SLOPE MAX. SLOPE UP TO EXISTING CONCRETE LANDING.
 - ⑳ NEW CONCRETE RAMP TO EXISTING CONCRETE LANDING - 1/2 SLOPE MAX. AT RAMP AND 1/80 SLOPE MAX. AT TAPERED SIDE OF RAMP.
 - ㉑ NEW CONCRETE LANDING FLUSH WITH EXISTING LANDINGS AT 6" ABOVE GRADE.
 - ㉒ EXISTING RAMP TO REMAIN.
 - ㉓ NOT USED.
 - ㉔ NEW DRINKING FOUNTAIN.
 - ㉕ NEW ADA GRAB BARS, SEE A31.1.

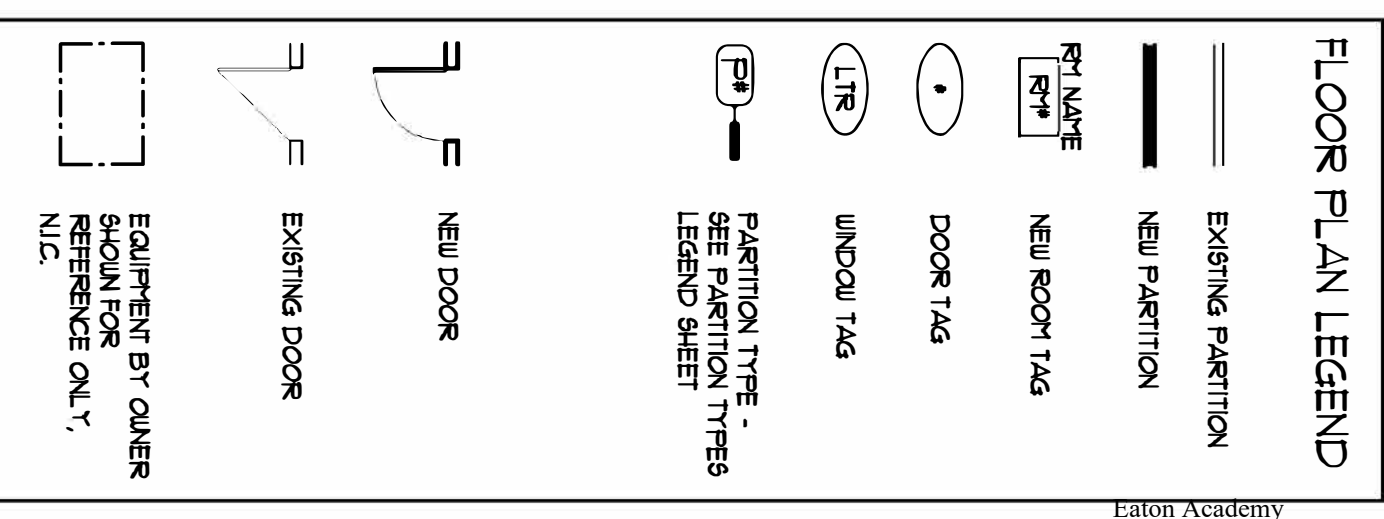
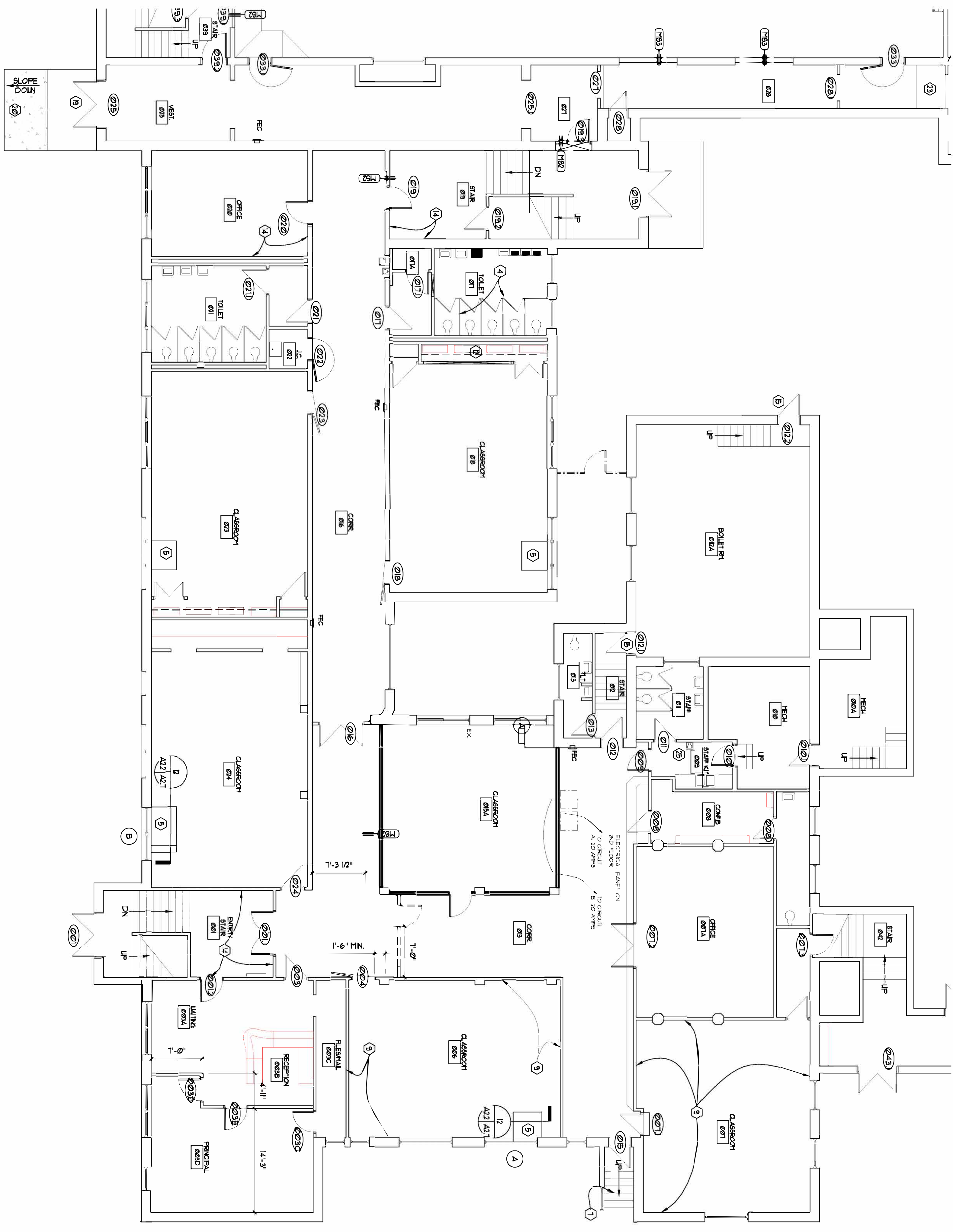
KEYED WORK NOTES

NO SCALE	15
Revised Sheet	13

- GENERAL FLOOR PLAN/PARTITION NOTES:**
- A. GENERAL FLOOR PLAN / PARTITION NOTES AND PARTITION TYPES APPLY TO ALL PARTITIONS AND ENLARGED FLOOR PLANS INCLUDED WITHIN THIS DOCUMENT SET.
 - B. SEE SHEET T01 FOR PARTITION TYPES LEGEND.
 - C. ALL NEW PARTITIONS SHALL BE PARTITION TYPE M9 UNLESS OTHERWISE NOTED.
 - D. COORDINATE THE PHASING AND SEQUENCING OF NEW CONSTRUCTION WITH MECHANICAL AND ELECTRICAL DRAWINGS AND SPECIFICATIONS AND WITH CONSTRUCTION PHASING SEQUENCE AS INCLUDED WITHIN GENERAL DETAIL NOTES LOCATED ELSEWHERE ON THIS SHEET.
 - E. ALL DIMENSIONS ARE FROM FACE OF FRAMING UNLESS OTHERWISE NOTED.
 - F. MAINTAIN INTEGRITY OF ALL NEW OR EXISTING FIRE-RATED PARTITIONS, REFER TO REFLECTED CEILING PLANS FOR FIRE-RATED PARTITION LOCATIONS.
 - G. WHERE EXISTING SUBSTRATES ARE LOCATED WITHIN NEW FINISHED AREAS OR PATCHING OF EXISTING SUBSTRATES WITHIN EXISTING ROOMS IS REQUIRED DUE TO WALL NILL OR DEVICE TERMINATION, NEW FINISHES SHALL EXTEND TO THE NEAREST CORNER OR NATURAL TERMINATION OF FINISHES FOR A CONSISTENT, SMOOTH, VISIBLE TRANSITION BETWEEN NEW AND EXISTING ADJACENT FINISHES AT THE END OF CONSTRUCTION. REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR THE LOCATION OF EXISTING FINISHES. REFER TO THE ASSOCIATED WITH REVISIONS OF EXISTING FINISHES WHERE ALTERED BY ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK.
 - H. THE CONTRACTOR SHALL FURNISH AND INSTALL WALL REINFORCING FOR INSTALLATION OF CABINETS, TOILET ACCESSORIES, HANDRAILS, ETC.
 - I. PROVIDE ACQUISITION GASKETS AT FLOOR TRACKS OF ALL NEW PARTITIONS, ACQUISITION ATTENUATE ALL BOXES, REGISTERS, AND OTHER PENETRATIONS, ETC. LOCATED WITHIN OR THROUGH NEW PARTITIONS TO MAINTAIN WALL SOUND RATINGS.
 - J. SEE SHEET A26 FOR DOOR SCHEDULE AND RELATED DETAILS.
 - K. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING WORK OR SUPPLYING MATERIALS OR COMPONENTS. LAYOUT ALL WALLS PRIOR TO COMMENCEMENT OF FRAMING AND NOTIFY ARCHITECT FOR DISPOSITION OF MAJOR DIMENSIONAL CONFLICTS.

GENERAL FLOOR PLAN/PARTITION NOTES

NO SCALE	13
Revised Sheet	13



PROJECT NUMBER: 06042
 PROJECT: 72106 PROPOSAL REQUEST #2
 ADDRESS: 214th Universal Ave.
 EASTPOINTE, MI 48021
 DATE: 7/11/06
 BIDDER: DENHAM
 ARCHITECT: CH2M HILL

Eaton Academy logo

A2.2.2

- FLOOR PLAN KEYED NOTES:**
- ① NOT USED.
 - ② REPLACE TOILET WITH NEW BARRIER FREE HEIGHT TOILET.
 - ③ PROVIDE 1 1/2" STAINLESS STEEL GRAB BARS.
 - ④ NEW BAGED ENAMEL TOILET OR URINAL PARTITIONS (TYP.) SEE FINISH KEY ON A2.6/
 - ⑤ NEW EGRESS STAIR PLATFORM VCT ON NON-COMB FLYWOOD ON LIGHT GAGE METAL FRAMING.
 - ⑥ REPAIR HANDRAIL.
 - ⑦ REPAIR AND REPLACE STAIR NOSING WITH MATERIAL TO MATCH EXISTING.
 - ⑧ RELOCATED SINK
 - ⑨ PATCH AND REPAIR EXISTING PLASTER
 - ⑩ QUOTE TO PAINT
 - ⑪ NEW VERTICAL PLATFORM LIFT.
 - ⑫ REPAIR WATER DAMAGE AT WALL AND CEILING.
 - ⑬ NEW COAT HOOKS.
 - ⑭ WALL HUNG LAVATORY
 - ⑮ SEAL ALL PENETRATIONS W/ UL APPROVED MATERIAL FOR 1 HOUR FIRE RATING.
 - ⑯ REMOVE DEADBOLT FROM DOOR.
 - ⑰ NELL TOP OF WALL WITH ONE HOUR RATED CONSTRUCTION TO BE TIGHT TO CEILING.
 - ⑱ REPAIR BROKEN WINDOW.
 - ⑲ NEW TEMPERED FIRE RATED GLAZING IN EXISTING DOOR.
 - ⑳ NEW BARRIER FREE THRESHOLD
 - ㉑ NEW CONCRETE RAMP - 1:12 SLOPE MAX. SLOPE UP TO EXISTING CONCRETE LANDING.
 - ㉒ NEW BUILT UP CURBED CONCRETE RAMP TO EXISTING CONCRETE LANDING - 1:12 SLOPE MAX. AT RAMP AND 1:60 SLOPE MAX. AT TAPERED SIDE OF RAMP.
 - ㉓ NEW CONCRETE LANDING FLUSH WITH EXISTING LANDING AT 6" ABOVE GRADE.
 - ㉔ EXISTING RAMP TO REMAIN.
 - ㉕ NOT USED.
 - ㉖ NEW DRINKING FOUNTAIN.
 - ㉗ NEW ADA GRAB BARS. SEE A2.1.1

KEYED WORK NOTES

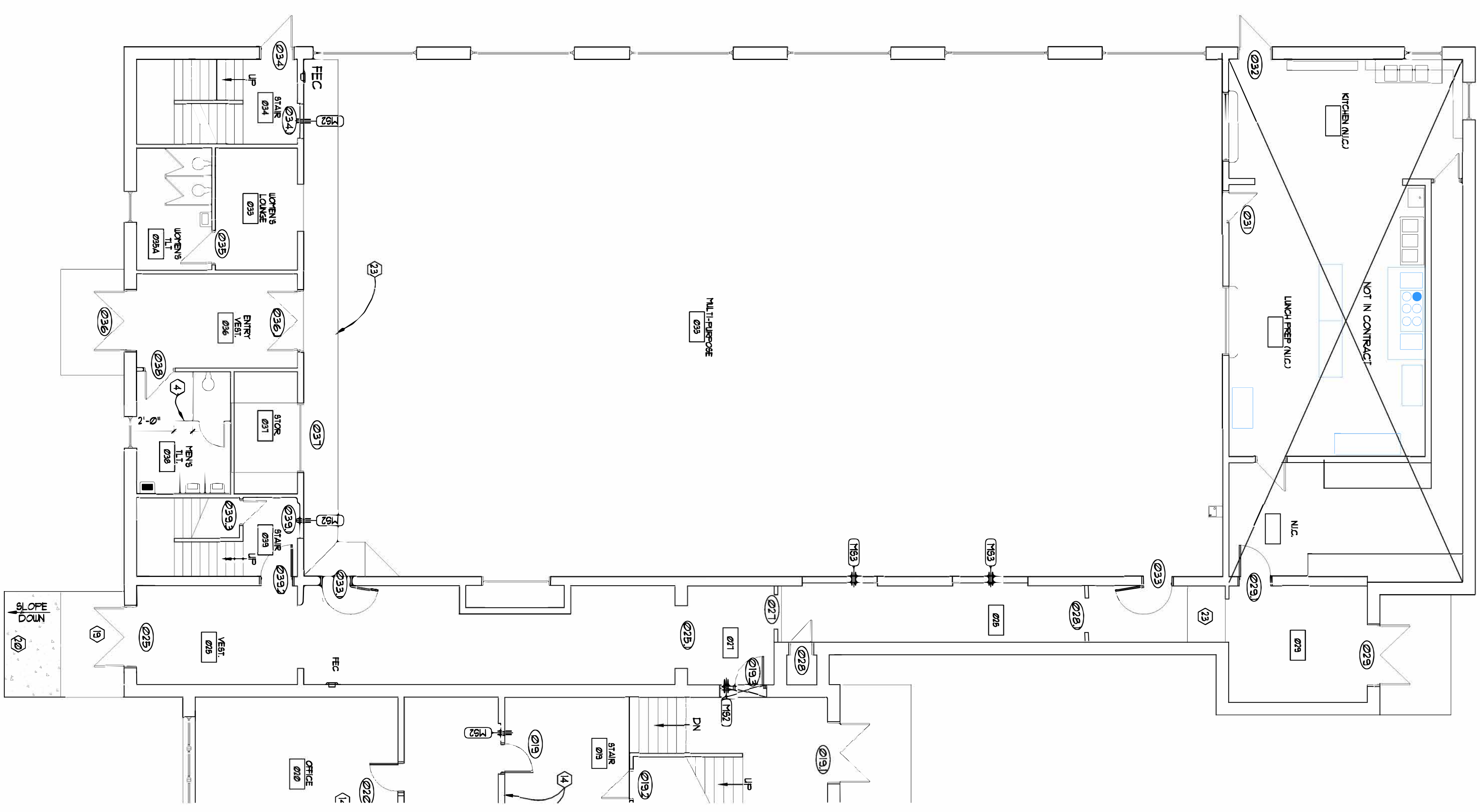
NO SCALE	NO SCALE
Revised Sheet #	Revised Sheet #
15	15

GENERAL FLOOR PLAN/PARTITION NOTES:

- A. GENERAL FLOOR PLAN / PARTITION NOTES AND PARTITION TYPES APPLY TO ALL FLOOR PLANS AND ENLARGED FLOOR PLANS INCLUDED WITHIN THIS DOCUMENT SET.
- B. SEE SHEET T01 FOR PARTITION TYPES LEGEND.
- C. ALL NEW PARTITIONS SHALL BE PARTITION TYPE T80 UNLESS OTHERWISE NOTED.
- D. COORDINATE THE PHASING AND SEQUENCING OF NEW CONSTRUCTION WITH MECHANICAL AND ELECTRICAL DRAWINGS AND SPECIFICATIONS AND WITH MECHANICAL AND ELECTRICAL DRAWINGS AS INCLUDED WITHIN GENERAL DEVIATION NOTES LOCATED ELSEWHERE ON THIS SHEET.
- E. ALL DIMENSIONS ARE FROM FACE OF FINISH UNLESS OTHERWISE NOTED.
- F. MAINTAIN INTEGRITY OF ALL NEW OR EXISTING FIRE-RATED PARTITIONS. REFER TO REFLECTED CEILING PLANS FOR FIRE-RATED PARTITION LOCATIONS.
- G. WHERE EXISTING SUBSTRATES ARE LOCATED WITHIN NEW FINISHED AREAS OR PATCHING OF EXISTING SUBSTRATES WITHIN EXISTING ROOMS IS REQUIRED DUE TO WALL NAIL OR DEVICE REMOVAL, NEW FINISHES SHALL EXTEND TO THE NEAREST CORNER OR NATURAL TERMINATION OF FINISHES FOR A CONSISTENT SMOOTH, LEVEL SURFACE BETWEEN NEW EXISTING AND NEW FINISHES AT THE END OF CONSTRUCTION TO MATCH EXISTING APPLICABLE FINISHES. THE ELECTRICAL DRAWINGS FOR LOCATIONS OF INCIDENTAL ADDITIONAL FINISH WORK ASSOCIATED WITH RESTORATION OF EXISTING FINISHES WHERE ALTERED BY ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK.
- H. THE CONTRACTOR SHALL FINISH AND INSTALL WALL REINFORCING FOR INSTALLATION OF CASEWORK, TOILET ACCESSORIES, HANDRAILS, ETC.
- I. PROVIDE ACQUITTAL GASKETS AT FLOOR TRACKS OF ALL NEW PARTITIONS, ACQUITTAL ATTENUATE ALL BOXES, REGISTERS, AND OTHER PENETRATIONS, ETC. LOCATED WITHIN OR THROUGH NEW PARTITIONS TO MAINTAIN WALL SOUND RATINGS.
- J. SEE SHEET A2.6 FOR DOOR SCHEDULE AND RELATED DETAILS.
- K. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING WORK OF SUPPLYING MATERIALS OR COMPONENTS. AT ALL WALLS PRIOR TO COMMENCEMENT OF FINISHING AND NOTIFY ARCHITECT FOR DISTRIBUTION OF TYPICAL DIMENSIONAL CONTROLS.

GENERAL FLOOR PLAN/PARTITION NOTES

NO SCALE	NO SCALE
Revised Sheet #	Revised Sheet #
11	11



GROUND FLOOR - NEW WORK PLAN

FLOOR PLAN LEGEND

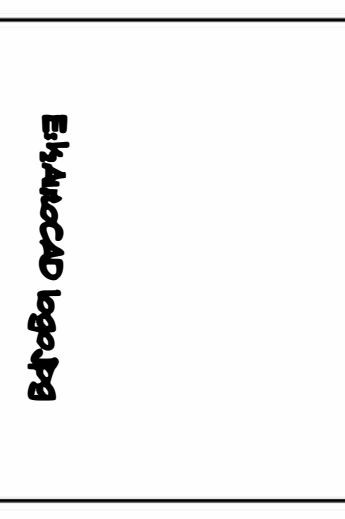
- EXISTING PARTITION
- NEW PARTITION
- NEW ROOM 1x4
- NEW ROOM 1x4
- DOOR 1x4
- WINDOW 1x4
- PARTITION TYPE - SEE PARTITION TYPES LEGEND SHEET
- NEW DOOR
- EXISTING DOOR
- EQUIPMENT BY OWNER - SEE PARTITION TYPES LEGEND ONLY
- EXISTING FIRE EXTINGUISHER/ CABINET

PROJECT NUMBER: **06042**

DATE:	ISS:
7/11/06	ADDENDUM #1
5/31/06	BIDDERMIT
OK'D:	

EATON ACADEMY
214th Universal Ave.
Eastpointe, MI

Ground Floor Plan



SHEET
A2.3

- FLOOR PLAN KEYED NOTES:**
- NOT USED.
 - REPLACE TOILET WITH NEW BARRIER FREE HEIGHT TOILET.
 - PROVIDE 1 1/2" STAINLESS STEEL GRAB BARS.
 - NEW BASED ENAMEL TOILET OR URINAL PARTITIONS (TYP.-1, SEE FINISH KEY ON A2.6)
 - NEW BASED STAIR PLATFORM VCT ON NON-COMB FLYWOOD ON LIGHT GAGE METAL FRAMING.
 - REPAIR HANDRAIL.
 - REPAIR AND REPLACE STAIR NOSING WITH MATERIAL TO MATCH EXISTING.
 - RELOCATED SINK
 - PATCH AND REPAIR EXISTING PLASTER
 - NEW VERTICAL PLATFORM LIFT.
 - REPAIR WATER DAMAGE AT WALL AND CEILING.
 - NEW COAT HOOKS.
 - WALL HANG LAVATORY
 - SEAL ALL PENETRATIONS W/ UL APPROVED MATERIAL FOR 1 HOUR FIRE RATING.
 - REMOVE DEADBOLT FROM DOOR
 - NEILL TOP OF WALL WITH ONE HOUR RATED CONSTRUCTION TO BE TIGHT TO CEILING.
 - REPAIR BROKEN WINDOW.
 - NEW TEMPERED FIRE RATED GLAZING IN EXISTING DOOR
 - NEW BARRIER FREE THRESHOLD
 - NEW CONCRETE RAMP - 1/2 SLOPE MAX. SLOPE UP TO EXISTING CONCRETE LANDING.
 - NEW BUILT UP CURBED CONCRETE RAMP TO EXISTING CONCRETE LANDING - 1/2 SLOPE MAX. AT RAMP AND 1/8 SLOPE MAX. AT TAPERED SIDE OF RAMP.
 - NEW CONCRETE LANDING FLUSH WITH EXISTING LANDING AT 6" ABOVE GRADE.
 - EXISTING RAMP TO REMAIN.
 - NOT USED.
 - NEW DRINKING FOUNTAIN.
 - NEW ADA GRAB BARS, SEE A31.1

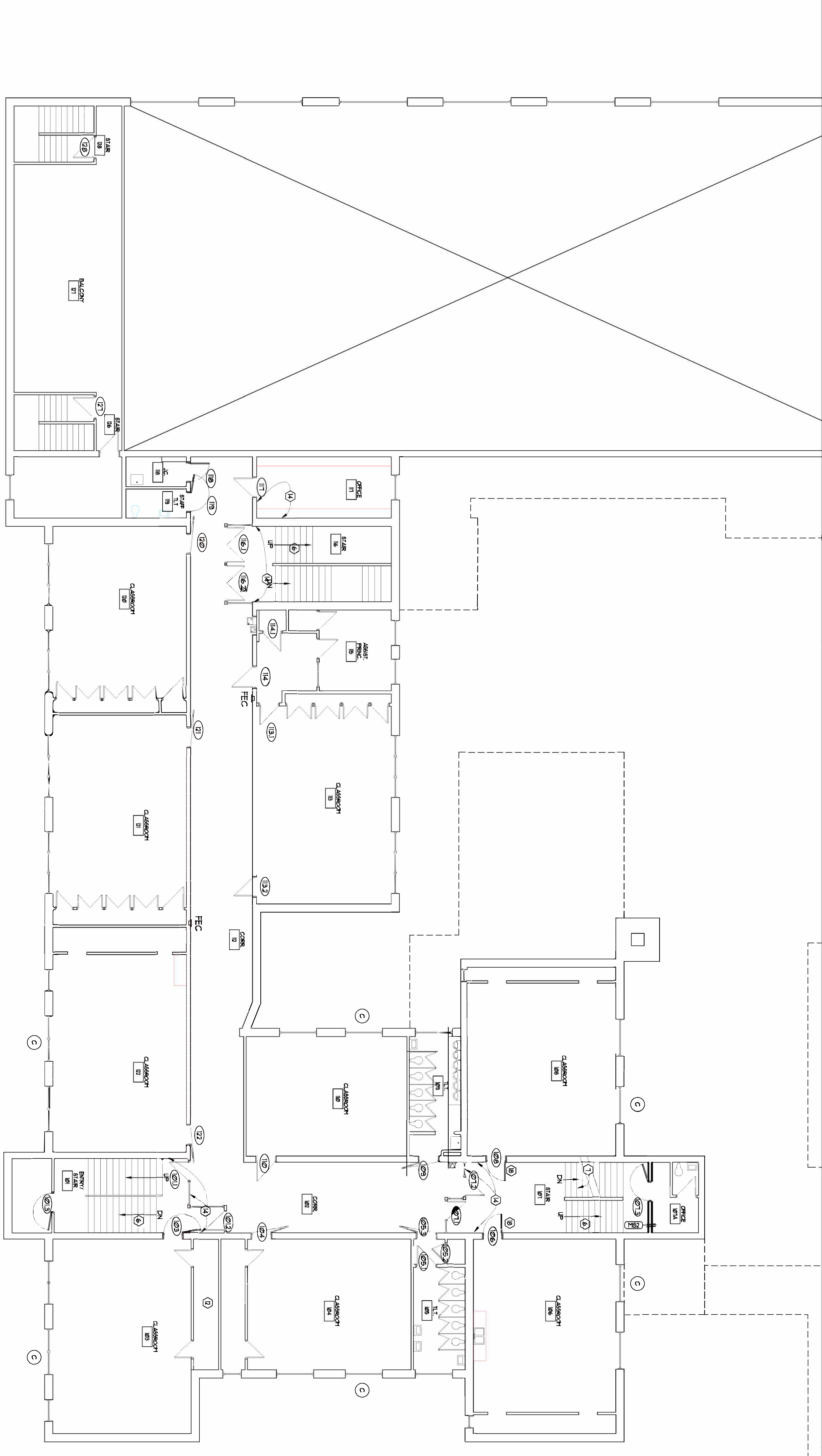
- GENERAL FLOOR PLAN/PARTITION NOTES:**
- GENERAL FLOOR PLAN / PARTITION NOTES AND PARTITION TYPES APPLY TO ALL PARTS AND ENLARGED FLOOR PLANS INCLUDED WITHIN THIS DOCUMENT SET.
 - SEE SHEET T01 FOR PARTITION TYPES LEGEND.
 - ALL NEW PARTITIONS SHALL BE PARTITION TYPE M9 UNLESS OTHERWISE NOTED.
 - COORDINATE THE PHASING AND SEQUENCING OF NEW CONSTRUCTION WITH MECHANICAL AND ELECTRICAL DRAWINGS AND SPECIFICATIONS AND WITH CONSTRUCTION PHASING SEQUENCE AS INCLUDED WITHIN GENERAL DEVOTION NOTES LOCATED ELSEWHERE ON THIS SHEET.
 - ALL DIMENSIONS ARE FROM FACE OF FRAMING UNLESS OTHERWISE NOTED.
 - MAINTAIN INTEGRITY OF ALL NEW OR EXISTING FIRE/RATED PARTITIONS, REFER TO REFLECTED CEILING PLANS FOR FIRE/RATED PARTITION LOCATIONS.
 - WHERE EXISTING SUBSTRATES ARE LOCATED WITHIN NEW FINISHED AREAS OR PATCHING OF EXISTING SUBSTRATES WITHIN EXISTING ROOMS IS REQUIRED DUE TO WALL NEILL OR DEVICE TERMINATION, NEW FINISHES SHALL EXTEND TO THE NEAREST CORNER OR NATURAL TERMINATION OF FINISHES FOR A CONSISTENT, SMOOTH, INVISIBLE TRANSITION BETWEEN NEW AND EXISTING ADJACENT FINISHES AT THE END OF CONSTRUCTION. REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR THE LOCATION OF EXISTING FINISHES. REFER TO SHEET A31.1 FOR ASSOCIATED WITH RELOCATION OF EXISTING FINISHES WHERE ALTERED BY ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK.
 - THE CONTRACTOR SHALL FURNISH AND INSTALL WALL REINFORCING FOR INSTALLATION OF CABINETS, TOILET ACCESSORIES, HANDRAILS, ETC.
 - PROVIDE ACQUISITION GASKETS AT FLOOR TRACKS OF ALL NEW PARTITIONS, ACQUISITION ATTENUATE ALL BOXES, REGISTERS, AND OTHER PENETRATIONS, ETC. LOCATED WITHIN OR THROUGH NEW PARTITIONS TO MAINTAIN WALL SOUND RATINGS.
 - SEE SHEET A2.6 FOR DOOR SCHEDULE AND RELATED DETAILS.
 - THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING WORK OR SUPPLYING MATERIALS OR COMPONENTS. LAYOUT ALL WALLS PRIOR TO COMMENCEMENT OF FRAMING AND NOTIFY ARCHITECT FOR DISPOSITION OF MAJOR DIMENSIONAL CONFLICTS.

KEYED WORK NOTES

NO SCALE	NO SCALE
Ref'd From: sheet 15	Ref'd From: sheet 13

GENERAL FLOOR PLAN/PARTITION NOTES

NO SCALE	NO SCALE
Ref'd From: sheet 15	Ref'd From: sheet 13



DATE: 7/11/06
FIRST FLOOR PLAN - NEW WORK PLAN

SCALE: 1/8" = 1'-0"
Ref'd From: sheet 1

FLOOR PLAN LEGEND

- EXISTING PARTITION
- NEW PARTITION
- NEW ROOM 145
- DOOR 145
- WINDOW 145
- PARTITION TYPE - SEE PARTITION TYPES LEGEND SHEET
- NEW DOOR
- EXISTING DOOR
- EQUIPMENT BY OWNER - SEE PARTITION TYPES REFERENCE ONLY, N/C
- EXISTING FIRE EXTINGUISHER/ CABINET

PROJECT NUMBER: 06042

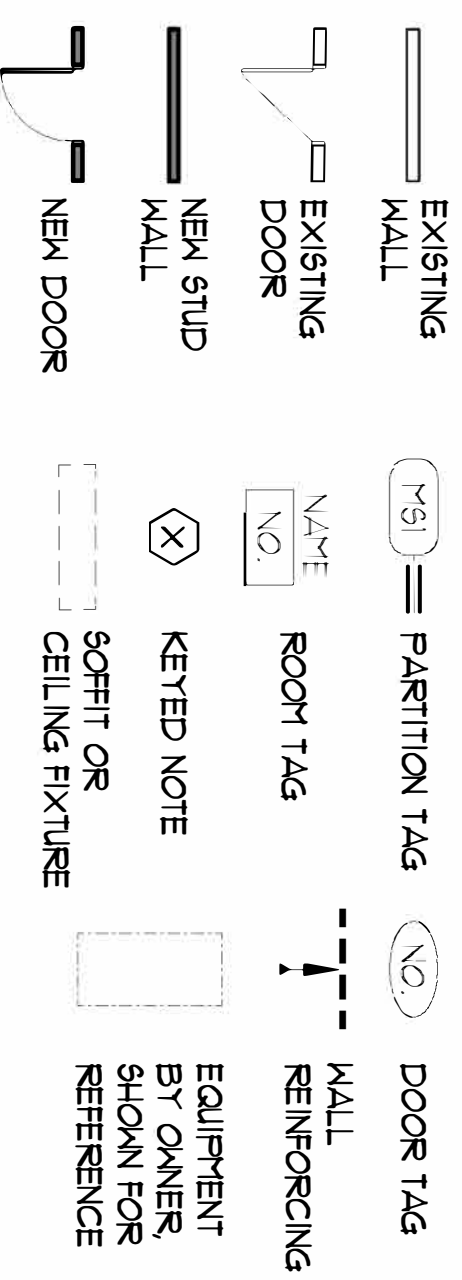
7/21/06 PROPOSAL REQUEST #2
7/11/06 ADDENDUM #1
5/31/06 BIDDERMIT
DNK OK'D

EATON ACADEMY
Eastpointe, MI
First Floor Plan

Enhanced Logo

SHEET
A2.4

FLOOR PLAN LEGEND



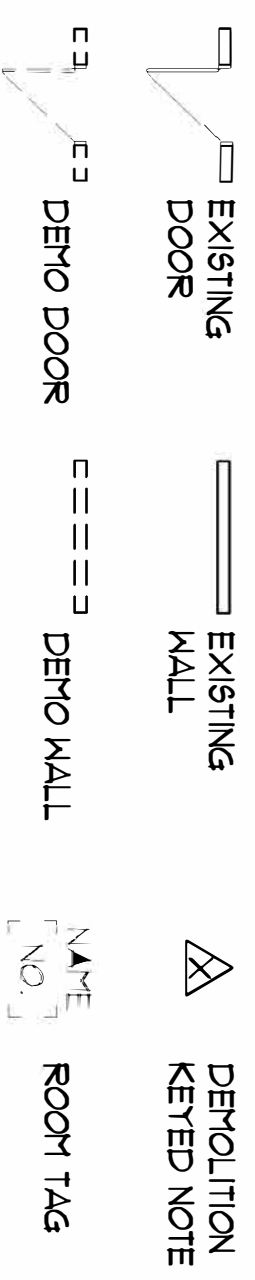
GENERAL FLOOR PLAN NOTES

- A. GENERAL FLOOR PLAN PARTITION NOTES AND PARTITION TYPES APPLY TO ALL FLOOR PLANS AND ENLARGED FLOOR PLANS INCLUDED WITHIN THIS DOCUMENT SET.
- B. COORDINATE THE PHASING AND SEQUENCING OF NEW CONSTRUCTION WITH MECHANICAL AND ELECTRICAL DRAWINGS & SPECIFICATIONS.
- C. ALL INTERIOR PARTITION DIMENSIONS ARE TO FINISH FACE, UNO.
- D. MAINTAIN INTEGRITY OF ALL NEW OR EXISTING FIRE RATED PARTITIONS.
- E. WHERE EXISTING SUBSTRATES ARE LOCATED WITHIN NEW FINISHED AREAS OR PATCHING OF EXISTING SUBSTRATES WITHIN EXISTING ROOMS IS REQUIRED DUE TO NATURAL INFILL OR DEVICE REMOVAL, NEW FINISHES SHALL EXTEND TO NEAREST NATURAL BREAK OR TERMINATION FOR A CLEAN UNBLENDED APPEARANCE AT THE END OF CONSTRUCTION. REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF INCIDENTAL ADDITIONAL FINISH WORK ASSOCIATED WITH RESTORATION OF EXISTING FINISHES WHERE ALTERED BY ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK.
- F. THE CONTRACTOR SHALL FINISH AND INSTALL WALL REINFORCING FOR INSTALLATION OF ALL WALL MOUNTED EQUIPMENT, CASEWORK, TOILET ACCESSORIES, HANDRAILS, DOOR HARDWARE, ETC.
- G. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING WORK OR SUPPLYING MATERIALS OR COMPONENTS. LAYOUT ALL WALLS PRIOR TO COMMENCEMENT OF FRAMING AND NOTIFY ARCHITECT FOR DISPOSITION OF MAJOR DIMENSIONAL CONFLICTS.

GEN'L FLOOR PLAN NOTES

NO SCALE	12
REF'D FROM: T5	

DEMOLITION PLAN LEGEND

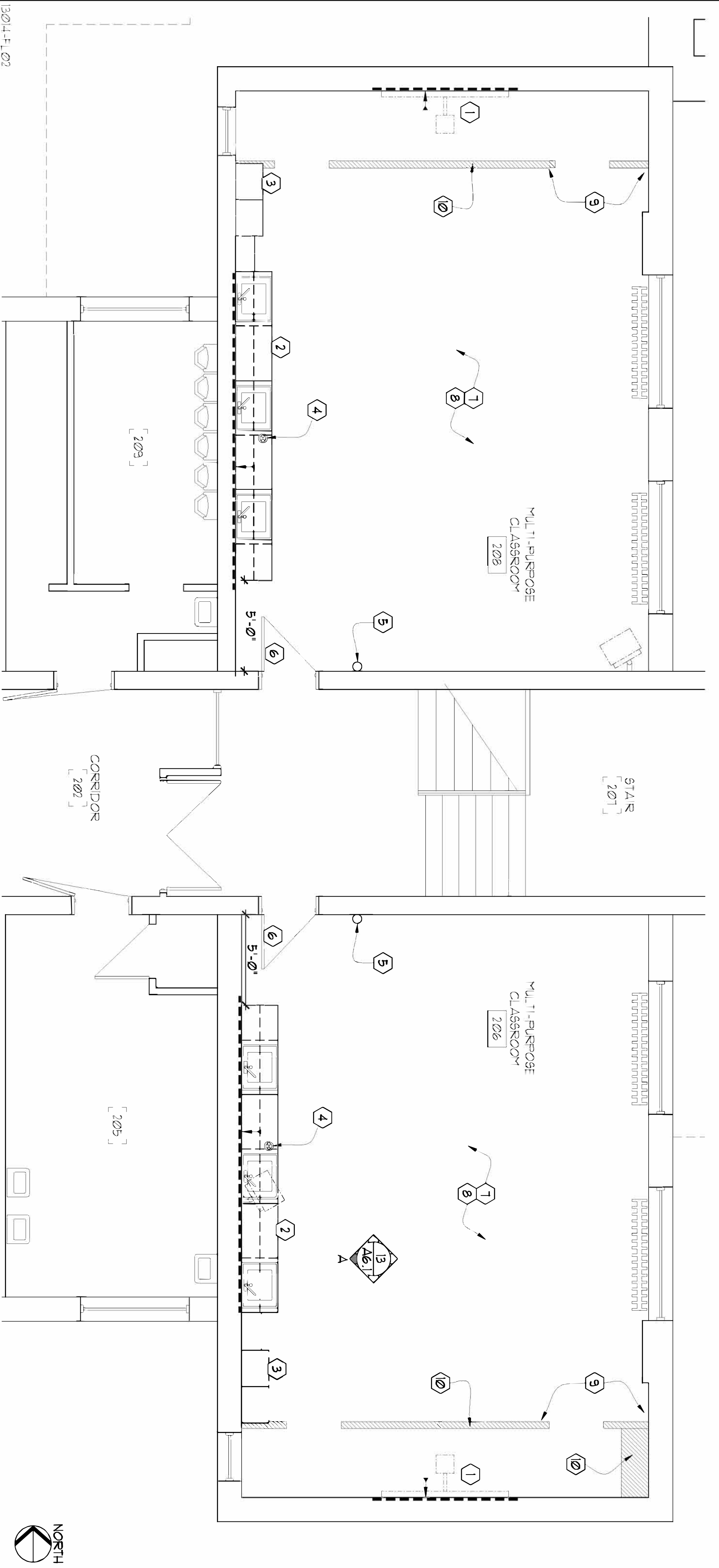


GENERAL DEMOLITION NOTES

- A. GENERAL AND KEYED DEMOLITION NOTES APPLY TO ALL ARCHITECTURAL DEMOLITION PLANS INCLUDED WITHIN THIS DOCUMENT SET.
- B. COORDINATE ALL DEMOLITION WORK WITH MECHANICAL AND ELECTRICAL DEMOLITION PLANS WITH OWNER AND WITH SALVAGED ITEMS AND COMPONENTS TO BE USED ON NEW WORK AS INDICATED ON DRAWINGS AND WITHIN SPECIFICATIONS.
- C. THESE DEMOLITION NOTES AND PLAN DO NOT FULLY REPRESENT ALL DEMOLITION WORK REQUIRED TO INSTALL NEW WORK IN ACCORDANCE WITH CONTRACT DOCUMENTS, BUT ARE INTENDED TO SERVE AS GENERAL DEMOLITION GUIDELINES. REFER TO ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR LOCATIONS OF INCIDENTAL DEMOLITION WORK NOT INDICATED ON THIS PLAN.
- D. ALL WORK INDICATED WITH SOLID LINES IS EXISTING TO REMAIN, UNO.
- E. REFER TO DRAWINGS FOR EXISTING BUILDING COMPONENTS TO BE REMOVED, SALVAGED, AND REUSED IN NEW WORK. THE CONTRACTOR IS RESPONSIBLE FOR ALL ITEMS TO BE SALVAGED AND RELOCATED THROUGHOUT THE CONSTRUCTION PERIOD, INCLUDING SAFE STORAGE OF SAME. UPON DEMOLITION, THE OWNER SHALL RETAIN THOSE ITEMS DERIVED SALVAGEABLE. ITEMS NOT RETAINED SHALL BECOME THE PROPERTY OF THE CONTRACTOR, WHO SHALL LEGALLY DISPOSE OF SAME.
- F. WHERE ITEMS ARE REMOVED, PATCH SURFACES TO MATCH ADJACENT SURFACES OR TO RECEIVE NEW FINISHES WHERE SCHEDULED. PATCHING OF NEW OR EXISTING FINISHES SHALL EXTEND TO NEAREST NATURAL BREAK OR TERMINATION FOR A CLEAN UNBLENDED APPEARANCE AT THE END OF CONSTRUCTION.
- G. SEE PIPING, MECHANICAL AND ELECTRICAL DRAWINGS FOR EXTENT OF FIXTURE AND EQUIPMENT DEMOLITION.

GEN'L DEMOLITION NOTES

NO SCALE	4
REF'D FROM: T9	



NEW WORK FLOOR PLAN - LEVEL TWO

SCALE: 1/4" = 1'-0"	9
REF'D FROM: T5	

KEYED FLOOR PLAN NOTES

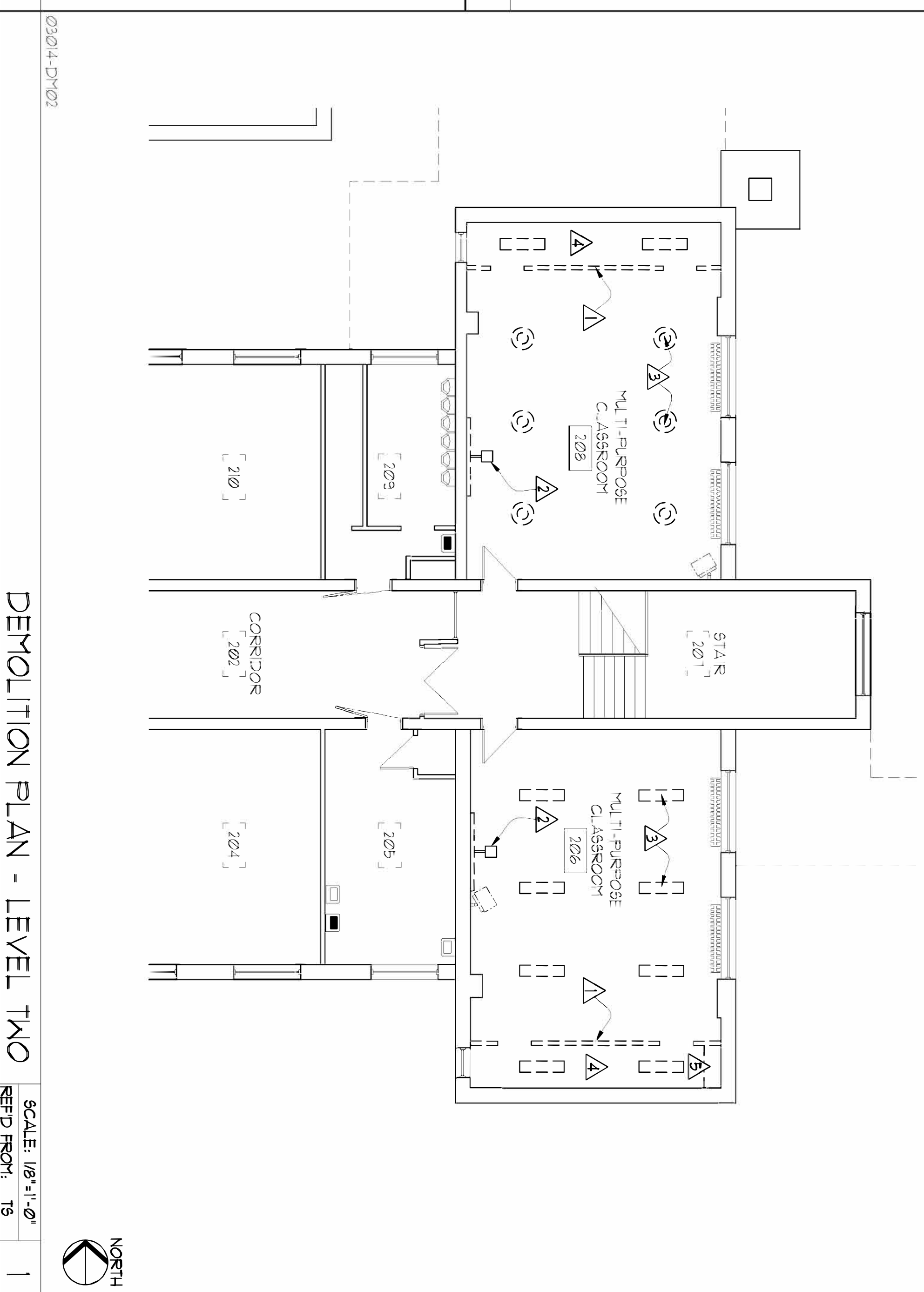
- 1 RELOCATED INTERACTIVE SCREEN AND PROJECTOR
- 2 P. LAM BASE AND WALL CABINETS WITH EPOXY RESIN COUNTERTOP & POLYPROPYLENE SINKS
- 3 P. LAM OR METAL TALL STORAGE CABINETS
- 4 EYEWASH/DRENCH HOSE UNIT, SEE PIPING
- 5 NEW FIRE EXTINGUISHER
- 6 EXISTING 60 MIN DOOR W/ CLOSER TO REMAIN
- 7 EXISTING RESILIENT TILE FLOORING TO REMAIN
- 8 SEE ELECTRICAL PLANS FOR NEW LIGHT FIXTURES ABOVE AND NEW POWER OUTLETS ON ALL WALLS
- 9 PATCH WALLS AND CEILING AT DEMOLITION LOCATIONS, PAINT THROUGHOUT, TYP.
- 10 INFILL RESILIENT TILE FLOORING TO MATCH EXISTING TO REMAIN AT DEMOLITION LOCATIONS, TYP.

KEYED FLOOR PLAN NOTES

- 1 REMOVE EXISTING PARTITIONS SHOWN DASHED, INCLUDING ANY ASSOCIATED DOOR FRAMES, MILLWORK, FIXTURE AND ACCESSORIES COMPLETE. COORDINATE EXTENT OF DEMOLITION WITH NEW WORK PLANS.
- 2 REMOVE WALL MOUNTED INTERACTIVE SCREEN & PROJECTOR AND SALVAGE FOR RELOCATION - SEE NEW WORK PLANS. EXISTING WALL MOUNTED TELEVISIONS ARE TO REMAIN.
- 3 REMOVE CEILING MOUNTED LIGHT FIXTURES, TYPICAL
- 4 REMOVE WALL MOUNTED COAT HOOKS AND BACKER BOARDS, TYPICAL
- 5 REMOVE MILLWORK CABINETS COMPLETE

KEYED DEMO PLAN NOTES

SCALE: NONE	3
REF'D FROM: T9	



DEMOLITION PLAN - LEVEL TWO

SCALE: 1/8" = 1'-0"	1
REF'D FROM: T5	

Eaton Academy
21450 Universal Dr.
Eastpointe, MI

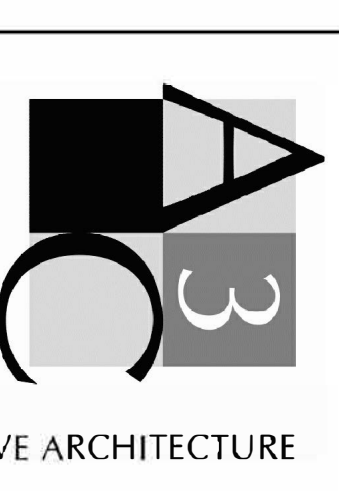
NOT FOR CONSTRUCTION

PROJECT NUMBER 13014

ISSUE	DATE
PRELIM REVIEW	3.29.13
DRN: LBS	CHKD: DHU

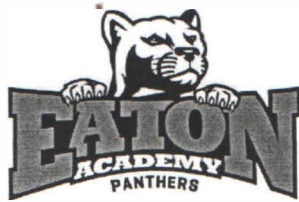
Eaton Academy
Multi-Purpose Classrooms
Level Two

DEMOLITION PLAN &
NEW WORK FLOOR PLAN



210 East Huron St.
Ann Arbor, MI 48104
734.663.1910 T
734.663.8427 F
www.a3c.com

SHEET
A2.1



21450 UNIVERSAL AVE. · EASTPOINTE, MI 48021 · (586) 777-1519 · WWW.EATON-ACADEMY.COM

June 27, 2022

Archdiocese of Detroit
c/o St. Veronica's Parish
21440 Universal Drive
Eastpointe, MI 48021

To Whom It May Concern,

Pursuant to our communications and lease Amendment 1, Eaton Academy will be exercising their 1st of 2 options to renew the lease for an additional 5-year period. The new lease expiration date under the 1st option would be June 30, 2027.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrej Nichols', written over a faint, larger version of the signature.

Andrej Nichols
Eaton Academy
Board Vice President

LEASE AMENDMENT NO. 1

This Lease Amendment No.1 ("Amendment") is made as of the 7th day of April, 2022, by ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT, whose address is 12 State Street, Detroit, Michigan 48226, ("Lessor") and EATON ACADEMY, whose address is 21450 Universal Drive, Eastpointe, Michigan 48021 (herein called "Lessee"):

Whereof, Lessor and Lessee agree to Amend the Lease as follows:

1. **Termination Date.** The termination date of the Lease is now June 30, 2022. Upon termination the tenant will have Two (2), Five (5) year options to renew the lease.
2. **Ratification.** Except as specifically modified by this Amendment, all of the terms and conditions of the Lease are hereby ratified and confirmed by Lessor and Lessee as being in full force and effect. In the event of any conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control. Lessee acknowledges and agrees that Lessor has performed all of its obligations under the Lease through the date hereof and there are no set-offs, deductions or defenses to any of Lessee's obligations under the Lease and Lessee otherwise has no claims against Lessor arising out of the Lease or Lessee's occupancy of the leased premises. Lessee hereby further acknowledges that Lessor is not in default under the Lease and no event which, with the giving of notice or the lapse of time or both, would constitute a default under the Lease, has occurred, and Lessee hereby waives and forever releases Lessor from any and all claims, causes of action, allegations or assertions that Lessee has or may have had at any time up through and including the date of this Amendment in connection with the Lease.
3. **Binding Effect**
This Amendment shall be binding upon, and the benefits hereof shall inure to, the parties hereto and their respective successors and assigns.
4. **Miscellaneous.**
This Amendment may be executed by facsimile or in counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

Detroit_!097770_I

In the presence of:

Rev. David Fitzgerald

In the presence of:

Kathleen Wierzbicka

In the presence of:

Josephine P. Leone

Lessor:

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

8 June 2022

Pastor:

Rev. Stephen Paschke
St. Veronica Parish Eastpointe

Lessee:

Andrei D. Nichols

By: Andrei D. Nichols
Its: Eaton Academy Board Member
June 2, 2022

LEASE AGREEMENT

This Lease (hereinafter called the "Agreement"), effective as of the 1st day of July, 2017, by and between ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT, whose address is 12 State Street, Detroit, Michigan 48226, (herein called "Lessor") and EATON ACADEMY a Michigan non-profit corporation, the address of which is 21450 Universal Drive, Eastpointe, Michigan 48021 (herein called "Lessee"):

WITNESSETH:

1. THE LEASED PREMISES.

Subject to the terms, provisions and conditions of this Agreement, Lessor hereby does let and lease to Lessee and Lessee accepts and agrees to lease from Lessor the following premise (hereinafter the Leased premises which shall be defined by the terms set forth below:

- a. "Property" shall mean the real property commonly known as **21450 Universal, Eastpointe, Michigan**, together with all improvements thereon, including, but not limited to the School Building.
- b. "School Building" shall mean the certain portions of the former St. Veronica School buildings located on the Property in which Lessor currently operates its school.
- c. "Leased Premises" shall consist of those portions of St. Veronica Main School Building ("Main Building"). The St. Veronica Primary School Building ("Primary Building"), St. Veronica Gymnasium, including the Kitchen and Social Hall ("Gymnasium"), the parking lot north of the Gymnasium ("Gymnasium North Parking Lot"), Parking Lot South of the Main Building ("South Parking Lot"), Playfield located west of the St. Veronica Church ("Playfield") and the non-exclusive right to use the south one-half (1/2) of the parking lot located south of St. Veronica Church ("South Church Parking Lot").

2. OCCUPANCY.

Subject to the terms, provisions and conditions of this Agreement, during the Term of this Agreement, Lessee shall have full and exclusive occupancy and use of the Leased Premises: except as follows:

- A. Main Building: Lessor reserves the right to use four (4) classrooms in the Main Building on Mondays from 5:30 pm to 8:30 pm for religious education. The rooms to be used by the Lessor shall be determined by agreement of the Principal of Lessee ("Principal") and Pastor (as defined below). Lessor reserves the right to use additional classroom within the Main Building upon three (3) days prior written notice to the Principal's office of the room, date and times.
- B. Primary Building: Lessor reserves the right to use (6) classrooms in the Primary Building on Mondays from 5:30 pm to 8:30 pm for religious education. The rooms to be used by the Lessor shall be determined by agreement of the Principal of Lessee ("Principal") and Pastor (as defined below). Lessor reserves the right to use additional classroom within the Main Building upon three (3) days prior written

notice to the Principal's office of the room, date and times

- C. Gymnasium: Lessor reserves the right to use the Gymnasium Monday through Friday for certain occasions, by providing a minimum of three (3) days written notice to the Principal. Lessor shall have exclusive use of the Gymnasium on Saturdays and Sundays. Lessee may request use of the Gymnasium on Saturdays of Sundays upon three (3) days written notice to the Pastor (as defined below), which the Pastor may grant in his reasonable discretion. Anything in this paragraph to the contrary notwithstanding, Lessor shall have exclusive use of the Gymnasium each Ash Wednesday and the Fridays of Lent each year from 4:00 pm to 9:00 pm for its Annual Fish Fry, the second Wednesday, Thursday, Friday, Saturday and Sunday of each September for the Parish Fall Festival, and Monday through Friday from 4:00 pm to 9:00 pm for athletic activities for the period beginning March 1 through June 17.
- D. Gymnasium North Parking Lot: Lessor shall have exclusive use of the Gymnasium North Parking Lot on the second Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday of each September for the Parish Fall Festival.
- E. South Parking Lot: Lessor shall have exclusive use of the South Parking Lot on the second Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday of each September for the Parish Fall Festival.
- F. Playfield: Lessee shall have exclusive use of the Playfield from 8:00 am to 6:00 pm during the periods August 15 through November 30 and March 1 through June 21 of each calendar year. Lessor shall have exclusive use of the Playfield from Monday through Friday from 4:00 pm to 9:00 pm for athletic activities on such dates as not reserved to Lessee above. Lessor shall have exclusive use of the Playfield on the second Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday of each September for the Parish Fall Festival.
- G. South Church Parking Lot: Lessee shall have the right to use the South Church Parking Lot Monday through Friday for overflow parking only. Lessee may request shared use on certain occasions/special events upon three (3) days written notice to the Pastor, which the Pastor may grant in his reasonable discretion.

Lessee shall provide to the Pastor of St. Veronica Parish (the "Parish") keys, and all access codes and security devices, if applicable, for the Leased Premises.

If any conflict arises as to schedules, the same shall be resolved by the Principal of Lessee and the Pastor of St. Veronica Parish. For purposes of this Agreement, "Pastor" shall include any Administrator assigned to St. Veronica Parish.

3. TERM.

The term of this Agreement shall begin **July 1, 2017**, and end on **June 3, 2022**, unless otherwise amended and extended.

4. USE.

The Leased Premises shall be used and occupied only for the following purposes: only as grades Pre-Kindergarten through 8 of a public school academy as defined in Act 362 of the Public Acts of 1993 of the Statutes of the State of Michigan, as amended, and for no other purpose.

Anything to the contrary notwithstanding, all such use shall not be contradictory or repugnant to the teachings and beliefs of the Roman Catholic Church.

5. RENT.

Lessee agrees to pay Lessor, without demand, offset or deduction, as rental for the Leased Premises for and during the Term, on the first day of each and every month, in advance, (i) 1/12th of nine per cent (9%), if there is a student enrollment of less than 400 students, or (ii) 1/12th of ten per cent (10%), if there is a student enrollment of 400 students or greater, of the per pupil enrollment /state student aid grant amount based upon the State Board of Education counts whenever they may be taken ("State Aid Amount").

Anything in this Agreement to the contrary notwithstanding, in the event Lessee operates the Leased Premises as a Charter School and the State of Michigan in any way, whether by statute, administrative order or otherwise, changes the way in which it determines, calculates and/or distributes the State Aid Amount ("Rent Calculation Change"), the parties hereby agree that the rental amount paid by Lessee under this Agreement shall be renegotiated. In the event the parties are unable to agree upon a new rental amount, Lessor shall have the right, in its sole and absolute discretion, to either (i) set the rental rate as the amount paid by Lessee on the first day of the month prior to the Rent Calculation Change, or (ii) terminate this Agreement.

Lessee shall provide Lessor with copies of the forms submitted to the State of Michigan regarding the student count within fifteen (15) days after such information is submitted to the State of Michigan. The Principal will apprise the Pastor, in writing, regarding actual student enrollment twice yearly; the fall count in September, and the winter count in February. Based on the results of these student counts, the monthly rental shall be increased or decreased retroactively to the beginning of the month of the current student count date. Any overpayment or underpayment shall be reconciled with the next month's rent payment. Any further adjustments made to enrollment count or State Aid will adjust rent retroactively as provided in this Paragraph. Anything in this Agreement to the contrary notwithstanding, in no event shall the monthly rental payment be less than the greater of (i) an amount based on 250 students or (ii) \$15,000.00.

All checks shall be payable to "St. Veronica Parish," and shall be delivered or mailed to
Pastor, St. Veronica Parish
21440 Universal Drive
Eastpointe, MI 48021-2998

If at any time payment of the monthly rental amount reserved under this Section is not received by

the seventh (7th) day of the month, Lessee shall pay Lessor a late fee in the amount of ten (10%) per cent of the amount past due. Lessor and Lessee agree that such late fee represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment. In the event that any monthly rental payment is more than ten (10) days past due, in addition to the late fee, Lessee shall pay lessor interest on the unpaid amount at the rate of ten (10%) per cent per annum commencing on the thirtieth day (30th) day after such payment was due, until such payment is received and collected by Lessor. Acceptance of the late fee and/or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor shall it prevent Lessor from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Agreement, rents shall not abate for any reason during the Term hereof.

6. UTILITIES.

Lessee shall pay all charges for all utilities used by Lessee or charged to the Leased Premises during the term of this Agreement, including, without limiting the generality of the foregoing, for electricity, gas, water, sewer and heating service ("Utility Charges"). Should any utility bills be sent to Lessor, Lessor shall promptly provide to Lessee copies of all utility bills pertaining to the Leased Premises received by Lessor. Lessee shall provide Lessor evidence of payment of water/sewer charges on a quarterly basis. Lessor shall be responsible to reimburse Lessee for payment of ten percent (10%) of the charges for gas in the event Lessor utilizes the school per Lessor's rights under the "Occupancy" provision of this Agreement.

7. COMPLIANCE WITH LAWS.

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

8. MAINTENANCE, REPAIRS, SNOW REMOVAL AND LANDSCAPING.

Except for the express obligations of Lessor set forth below ("Lessor's Obligations"), during the entire term of the Agreement, including any extension period, Lessee agrees, at its sole cost and expense, to maintain the entire Leased Premises, the South Parking Lot and all fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixtures cannot be repaired), including but

not limited to, the interior and exterior, structural and nonstructural components, and boiler. Lessee shall keep the Leased Premises in a clean, sanitary and safe condition at all times, including custodial services, trash removal, a dumpster and disposal. In addition, Lessee shall be responsible for contracting for maintenance of the lawn and landscaping of the Playfield and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises and the South Parking Lot. Should custodial services be required prior to Lessor's use of the Lease Premises, after use by the Lessee, Lessor shall notify Lessee of the needed services. Upon receipt of notification, Lessee shall immediately provide the required service. Lessee hereby acknowledges and agrees that except for Lessor's Obligations it is the intent of the parties that Lessor shall have no obligation whatsoever to repair or maintain or replace any portion of the Leased Premises.

Lessor, after receiving notice from the Lessee, agrees to keep in good order and repair the roof and four outer walls of the Leased Premises except for damage to the roof or outer walls caused by Lessee or anyone Lessee permits to use the Leased Premises, which shall be the obligation of the Lessee. In addition, Lessor shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises, except for the Playfield. Lessee hereby acknowledges that the Leased Premises are part of a larger Parish campus. Lessee shall reimburse Lessor for twenty percent (20%) of the costs for maintenance of the lawn and landscaping of the entire Parish campus ("Maintenance Expense"). Lessee shall pay the Maintenance Expense to Lessor within thirty (30) days after receipt of an invoice from Lessor. Lessor will be responsible for any clean up, supplies and repairs necessary as a result of any Lessor use and activity in classrooms and common areas, including lavatories, after its use of the Leased Premises, provided, however, Lessor shall have no obligation for cleaning after functions and uses by Lessee. Should custodial services be required prior to Lessee's resumed use of the Leased Premises, after use by Lessor, Lessee shall notify Lessor of the needed services. Upon receipt of notification, Lessor shall immediately provide the required service.

9. LICENSES.

Lessee shall keep in effect valid licenses and permits which are required of it to operate the Leased Premises for the use and purpose or purposes defined in this Agreement and shall provide Lessor with a current copy of such required licensure or permits.

10. SECURITY.

Lessee agrees to provide any and all security for its use of the Leased Premises during the Term. Lessee hereby acknowledges that Lessor is not responsible for providing any security during Lessee's use of the Leased Premises. Lessee hereby releases Lessor from any and all claims Lessee may have against Lessor arising from, or related to, security of the Leased Premises during the Term of this Agreement. In addition, Lessee hereby agrees to indemnify, defend (using counsel of Lessor's choice) and hold Lessor harmless for any claim, expense, loss or damage arising from, or relating to security of the Leased Premises.

11. INSURANCE.

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

The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Lessee's failure to deliver the or keep current the evidence of the insurance required in this section, Lessor may, at his option, immediately terminate this Agreement upon written notice to Lessee. The limits of said insurance shall not limit any liability of Lessee to Lessor hereunder.

Lessee shall be responsible for securing any insurance it deems advisable on contents and any tenant fixtures and/or improvements or for business interruption and Lessor shall have no liability with respect to any loss to Lessee's personal property, fixtures or improvements.

Lessor or the St. Philomena Parish shall maintain casualty insurance on the buildings in which the Leased Premises are located in such amounts and with such carriers as Lessor deems appropriate in its sole and absolute discretion which insurance is solely for Lessor's benefit and is not available for the benefit of Lessee.

12. INDEMNITY.

Lessee shall indemnify, defend (using counsel satisfactory to Lessor in its sole discretion) and hold harmless Lessor, the Archdiocese of Detroit, the Archbishop of Detroit, St. Veronica Parish, the pastor of St. Veronica Parish, and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from

or related to (a) the occupancy, condition, operation or use of the leased premises, (b) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the leased premises, (c) use or misuse of any portions of the leased premises by a Lessee or any of Lessee's respective agents, contractors, employees, visitors, and invitees, or (d) Lessee's failure to perform its obligations under this Agreement. The obligations of Lessee under this paragraph arising by reason of any occurrence taking place during the term of this Agreement shall survive any termination of this Agreement.

13. ALTERATIONS.

Lessee may make no alterations, additions, or improvements to the leased premises without the Lessor's prior written consent. All such alterations, additions and improvements shall be at the expense of the Lessee and Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the leased premises, said improvements, additions and alterations shall, at Lessor's option, become the property of the Lessor. Lessee shall promptly remove all such alterations, additions and improvements required by Lessor to be removed and Lessee shall restore the premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the leased premises made or placed by Lessee upon the leased premises shall be the property of the Lessee, and the Lessee shall be permitted to remove the same at the end of the term of this Agreement.

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

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

Lessor's approval of the Plans and Drawings for Lessee's alterations shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the leased premises because of any labor or material furnished to Lessee in connection with any alterations or improvements by Lessee, and nothing in this Agreement shall be construed to constitute a consent by Lessor to the creation of any lien. If any lien is filed against the leased

premises as a result of a claim against Lessee for labor or material furnished to Lessee, Lessee shall cause the lien to be discharged of record within fifteen days after filing. If Lessee fails to cause the lien to be discharged within such time, Lessor may, without the obligation to do so, payoff the lien and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Lessee shall indemnify Lessor from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

14. EMINENT DOMAIN

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

15. TAXES.

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

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

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

16. ADDITIONAL RENT.

All taxes, insurance, utility charges, costs and expenses that Lessee assumes or agrees to pay under this Agreement, together with all interest and late charges that may accrue thereon shall upon the

event of failure of Lessee to pay such items and all other damages that Lessor may incur by reason of any default of Lessee to comply with the terms and conditions of this Agreement be deemed additional rent and in the event of non-payment, Lessor shall have all the rights as herein provided for failure to pay rent.

17. ASSIGNMENT AND SUBLETTING

Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Agreement or any interest herein, or sublet the leased premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor. The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the leased premises nor shall the collection of rent by Lessor from any assignee, sub-lessee or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, sub-lessee or occupant as a lessee hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Agreement on Lessee's part to be performed. In the event Lessor consents to any subletting, Lessor shall have the right, upon the occurrence of a default by Lessee under this Agreement, to demand the sublessee to pay the rent due under the sublease directly to Lessor to be applied to sums due Lessee under this Agreement.

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

18. DEFAULT.

The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a breach of this Agreement by Lessee:

- A. if Lessee shall fail to pay rent or any other sum when and as the same becomes due and payable;
- B. if Lessee shall fail to perform or observe any other term hereof to be performed or observed by Lessee under this Agreement;
- C. if Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or

shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;

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

E. if Lessee vacates, abandons or deserts the leased premises or Lessee fails to occupy the leased premises for more than thirty (30) consecutive days; or

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

19. REMEDIES.

Upon the occurrence of an Event of Default, in addition to any other remedies which may be available to Lessor, Lessor may, at his option, after providing to Lessee any notice required under Michigan Law, do one or more of the following:

A. Terminate this Agreement and, upon such termination, this Agreement shall come to an end and expire upon Lessor's termination, but Lessee shall remain liable for any damages Lessor may incur by reason of any default of the Lessee to comply with the terms and conditions of this Agreement; or

B. Either with or without terminating this Agreement, Lessor may immediately or at any time after the Event of Default or after the date upon which this Agreement shall expire, reenter the leased premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefore), and may repossess the leased premises and remove any and all of Lessee's property and effects from the leased premises; or

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

D. Perform for the account of Lessee any default of Lessee under this Agreement and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the

maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Lessee under this Agreement.

E. Lessor shall have the right to recover all amounts payable by Lessee hereunder as they become due and all other damages incurred by Lessor as a result of an Event of Default including, without limitation, attorney's fees and costs.

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

20. RECOVERY OF DAMAGES UPON TERMINATION.

Upon termination of this Agreement by Lessor pursuant to Section 19 (a) above, Lessor shall be entitled to recover from Lessee the aggregate of :

- a. the worth at the time of award of the unpaid rental which had been earned at the time of termination;
- b. the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of the award exceeds the then reasonable rental value of the Leased Premises during such period;
- c. the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Agreement after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and,
- d. any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

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

21. LESSOR'S CURE.

All covenants, terms and conditions to be performed by Lessee under any of the terms of this Agreement shall be at its sole cost and expense and without any abatement of rental. If Lessee shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to

be made or performed as in this Agreement provided. Lessee shall reimburse all sums so paid by Lessor and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Lessor ("Delinquency Date") of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of rent.

22. LESSEE'S PAYMENT OBLIGATIONS.

In the event Lessee fails to pay any sum of money, other than the payment of rent, required to be paid by Lessee under the terms of this Agreement, including but not limited to any reimbursable Expenses, Maintenance Expenses, Lien Expense and Utility Charges ("Delinquent Payment"), within fourteen (14) days of when due ("Delinquency Date"), Lessee shall pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquency Payment, a late fee in the amount of three and one-half percent (3.5%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Lessee shall pay to Lessor interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the Delinquent Payment, nor prevent Lessor from exercising any of his rights and remedies set forth in this Agreement.

23. LESSOR'S RIGHTS AND NON-LIABILITY.

Lessor shall have the right from time to time, without notice to Lessee, to inspect the leased premises to confirm Lessee's compliance with this Agreement. Lessor shall not be responsible or liable to Lessee for: any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the leased premises or any part of the structures or improvements on the leased premises; or any loss or damage resulting to Lessee or his property from theft or a failure of the security systems, if any, in the structures or improvements on the leased premises; or any damage or loss of property within the leased premises from any cause other than solely by reason of the willful act of Lessor, and no such occurrence shall be deemed to be an actual or constructive eviction from the leased premises or result in an abatement of rents.

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

24. QUIET ENJOYMENT.

Lessor covenants that Lessee upon payment of the rental at the time and in the manner stated aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Term aforesaid.

25. CONTROLLING LAW; NO OTHER AGREEMENT OR REPRESENTATIVES; TIME OF ESSENCE.

This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder. Time is of the essence in this Agreement.

26. NON-WAIVER; MODIFICATIONS.

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

27. NOTICES.

Whenever under this Agreement provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally, sent by registered or certified mail, with postage prepaid, to the address of Lessor or Lessee, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Lessor at:

**Pastor, St. Veronica Parish
21440 Universal Drive
Eastpointe, MI 48021-2998**

And

**Allen H. Vigneron, Roman Catholic Archbishop
c/o Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, MI 48226**

To the Lessee at:
**Board President
Eaton Academy
21450 Universal Drive
Eastpointe, MI 48021-2998**

28. SURRENDER.

The Lessee shall return said leased premises peaceably and promptly to the Lessor at the end of the term of this Agreement, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Agreement, whether by expiration of the term, abandonment or surrender by Lessee, process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned and may be removed and disposed of by Lessor at Lessee's expense.

29. DAMAGE TO LEASED PREMISES.

If the leased premises become wholly untenable through damage or destruction, this Agreement shall be void; if partially untenable, Lessor shall have the option of canceling this Agreement at anytime within thirty (30) days written notice after such casualty. If Lessor does not cancel this Agreement, the Lessor shall repair the leased premises with all convenient speed. The obligation of the Lessee to pay the monthly rental shall be abated during the time the leased premises are untenable and shall be partially abated during the time the leased premises are partially untenable.

30. RIGHT TO TERMINATE.

Anything in this Agreement to the contrary notwithstanding this Agreement may be terminated at any time by Lessor upon one hundred twenty (120) days written notice to Lessee in the event Lessor makes the determination to suppress, merge or close the Parish ("Termination Notice"), which termination shall be effective as of the end of the current school year as of the date the notice is provided it being understood by the parties that a "school year" is specially defined within this Section 30 only and runs from July 1 to the following June 30.

In the event Lessee's charter is revoked or terminated by Central Michigan University, unless such revocation or termination is attributable to the intention acts or negligence of Lessee, Lessee shall have the right to terminate this Agreement without penalty by providing written notice of such revocation or termination (with evidence thereof) to Lessor and the termination of this Agreement shall be effective on the later of (1) the effective date of such revocation or termination of Lessee's charter, or (ii) the date Lessee actually vacates the Leased Premises.

31. SUCCESSORS AND ASSIGNS.

This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

32. "AS IS"; NO REPRESENTATIONS.

Lessee accepts the Leased Premises in its condition as on the date of this Agreement, "AS IS" and without any representations or warranties of any kind, express or implied, by Lessor. Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the premises. This Agreement is not made in reliance upon any representation whatsoever.

33. HOLD OVER.

It is hereby agreed that in the event the Lessee herein holds over after the termination of this Agreement, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous Agreement will remain the same, except that the rent amount shall be increased to 150% of the previous rent amount.

34. SECURITY DEPOSIT. Reserved.

35. BROKERS.

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

36. HEADINGS.

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

37. HAZARDOUS MATERIALS.

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

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

With respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Lessee, its employees or agents on the Leased Premises, Lessee shall : (a) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remediation, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on from or affecting the Leased Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and authorities; and (b) defend, indemnify and hold Lessor, its employs and agents, other tenants and invitees harmless 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 (a) the presence, disposal, removal, release or leaking of any Hazardous Materials on, over, under from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; and (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (c) any violation of laws, orders, regulations, requirements, or demands of governmental authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

"Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, Hazardous Materials, regulated substances, hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental

Response Act, the Michigan Natural Resources and Environmental Protection Act, any amendment or substitutions to the above acts and all regulations adopted and publications promulgated pursuant thereto, all as amended.

38. ASBESTOS.

Lessee understands and agrees that it is Lessee's obligation, at Lessee's sole cost and expense, to comply with Michigan's Asbestos in Educational Facilities Act ("AEFA"), the Federal Asbestos Hazard Emergency Response Act ("AHERA"), the Federal Occupational Safety and Health Act ("OSHA") and the Michigan Occupational Safety and Health Act ("MIOSHA"), including any and all regulations promulgated thereunder regulating asbestos-containing materials in any fashion whatsoever (collectively, the "Asbestos Regulations") with respect to the leased premises. Under no circumstances shall the Lessor be considered to: a) have undertaken any duties or obligations with respect to the Asbestos Regulations; b) have retained any duties or obligations with respect to the Asbestos Regulations; or c) have been nominated as, undertake any duty with respect to or be acting in any capacity as a Local Education Agency for the purpose of compliance with any of the Asbestos Regulations. All obligations of Lessee under the Asbestos Regulations shall be performed by asbestos abatement contractors or such other persons as are trained and licensed to inspect, evaluate and abate asbestos-containing materials, or those materials that are suspected or presumed to contain asbestos. Lessee hereby indemnifies, defends and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Lessee's failure to comply with this Section and/or the Asbestos Regulations.

39. TRANSFER OF LEASED PREMISES BY LESSOR.

Lessor reserves the right to sell, assign or otherwise transfer its interest in the leased premises without Lessee's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee covenants and agrees to recognize such transferee as the Lessor under this Agreement.

40. SUBORDINATION.

This Agreement and the rights of the Lessee hereunder are hereby made subject to and subordinate to all mortgages now or hereafter placed upon the leased premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee. In addition, Lessee agrees that, upon the request of Lessor or any mortgagee of Lessor, Lessee shall execute an estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessor.

41. RECORDING.

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

42. SIGNAGE.

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

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

43. ATTORNEYS' FEES.

If Lessor uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefore, or to terminate this Agreement or evict Lessee, or (ii) any action brought by Lessee against Lessor, or (iii) any action brought against Lessee in which Lessor is made a party, Lessee shall reimburse Lessor upon demand for any and all attorneys' fees and expenses so incurred by Lessor.

44. RULES AND REGULATIONS.

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

45. JURY WAIVER.

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

46. SEVERABILITY; AUTHORITY .

Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, all other provisions, terms and conditions shall remain in effect. Each of the parties executing this Agreement does hereby covenant and warrant that it is a fully authorized and existing corporation, corporation sole, limited liability company, partnership or other business entity, if applicable that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of a party is duly authorized to do so.

[See page following for signatures]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 1st day of October, 2017.

IN THE PRESENCE OF:

Jane C. [Signature]

LESSOR:

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

IN THE PRESENCE OF:

Linda Prewich

LESSEE:

Eaton Academy
By [Signature] 10/10/17
Its: Brian Presione

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Labor & Economic Growth
Bureau of Construction Codes & Fire Safety/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit No. B023886
Eaton Academy
21450 Universal Avenue
Eastpointe, Michigan
Macomb 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 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

December 12, 2006

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: B033217
Eaton Academy
21450 Universal Avenue
Eastpointe, Michigan
Wayne County**

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



**Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division**

June 27, 2012

CERTIFICATE OF USE AND OCCUPANCY

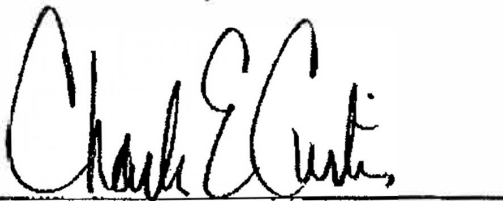
PERMANENT

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. B035150
Eaton Academy
21440 Universal Avenue
Eastpointe, Michigan
Macomb 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

October 9, 2013

CONTRACT SCHEDULE 7

**REQUIRED INFORMATION FOR
A PUBLIC SCHOOL ACADEMY**

SCHEDULE 7

REQUIRED INFORMATION FOR A PUBLIC SCHOOL ACADEMY

Required Information for a Public School Academy. This Schedule contains information required by the Code and the Contract. 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 Goal and Related Measures. The educational goal and related measures 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 Academy's criteria for the application and enrollment of students is 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 is set forth in Section h of this Schedule.

SECTION A

GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

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. All public schools are subject to the leadership and general supervision of the State Board of Education and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund. The Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies. The University Board has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy Board.

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Central Michigan University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University Board. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University Board. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. Contract Schedule 2: Amended Bylaws, set forth a further description of the Academy Board's governance structure.

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of the Terms and Conditions of this Contract.

Pursuant to applicable law and the Terms and Conditions of this Contract, including Article III, Section 3.6, the Academy Board may employ or contract for personnel according to the position information outlined in Schedule 5. Before entering into an agreement with an Educational Service Provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Center.

SECTION B

EDUCATIONAL GOAL AND RELATED MEASURES

EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including 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. Although an increase in academic achievement for all groups of pupils as measured by assessments and other objective criteria is the most important factor in determining the Academy’s progress toward the achievement of the educational goal, the Center also considers other factors. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy’s progress toward achieving this goal. In addition, the University 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.

Measures to Assist In Determining Measurable Progress Toward Goal Achievement

To assist in determining whether the Academy is achieving measurable progress toward the achievement of this goal, the Center will annually assess the Academy’s performance using the following measures.

Measure 1: Student Achievement

The academic achievement of **all students who have been at the academy for one or more years¹** in grades 3-8 will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing the current, spring, grade-level national norms ² on the NWEA Growth reading and math tests administered in the spring.	Distribution (which will be in the form of percentages): Exceeds \geq 70.0% Meets \geq 50.0% Approaching \geq 30.0% Does not meet $<$ 30.0%	50%
In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:			
Over Time:	The percentage of students meeting or surpassing spring grade-level national norms over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds \geq 6.0% Meets \geq 3.0% Approaching \geq 1.0% Does not meet $<$ 1.0%	3.0%
Comparison Measure:	The percentage of students categorized as proficient or advanced on the most recent state assessment will surpass the school’s Composite Resident District (CRD) percentage.	Portfolio Distribution (which will be in the form of $-x$ to $+x$): Exceeds \geq 10.0% Meets \geq 5.0% Approaching \geq 0.0% Does not meet $<$ 0.0%	5.0%

¹ One or more years students (also called 1+ students) are students who are enrolled in the academy on or before count day and are still enrolled at the end of a given academic year.

² Grade level national norms are updated periodically by NWEA following comprehensive norming studies. The Center will use the most updated national norms published by NWEA and will inform the Academy when the norms are updated and how the updated norms may impact analysis and performance reporting.

Measure 2: Student Growth

The academic growth of all students in grades 3-8 at the Academy will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The median of student growth percentiles (MGP) reflecting fall-to-spring scaled score growth on the reading and math NWEA Growth tests.	MGP: Exceeds \geq 65th Meets \geq 50th Approaching \geq 45th Does not meet $<$ 45th	Reading: 50 Math: 50
In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:			
Over Time:	The percentage of students making at least one year’s growth over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds \geq 6.0% Meets \geq 3.0% Approaching \geq 1.0% Does not meet $<$ 1.0%	3.0%
Comparison Measure:	The mean student growth percentile reflecting growth on the two most recent state assessments will surpass the school’s Composite Resident District.	Portfolio Distribution (which will be in the form of $-x$ to $+x$): Exceeds \geq 10.0% Meets \geq 5.0% Approaching \geq 0.0% Does not meet $<$ 0.0%	5.0%

SECTION C

EDUCATIONAL PROGRAMS

EDUCATIONAL PROGRAMS

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall implement, deliver, and support the educational programs identified in this schedule.

MISSION STATEMENT

The mission of Eaton Academy (“Academy”) is that through relentless individualized support and shared ownership, we propel each student on their personal path to long-term success in school, career, and life.

VISION STATEMENT

The Academy strives to be the premier school of choice for families and educators who seek revolutionary educational experiences for the whole child that fully prepare competitive life-long learners.

VALUE (BELIEF) STATEMENT

The Academy’s values are:

- Integrity
- Innovation
- Grit
- Accountability
- Joyfulness

PROGRAM ELEMENTS OF THE ACADEMY

The purpose of the Educational Program is to direct academic performance and ensure the effective delivery of a high quality, results-oriented instructional program. The program supports the school improvement plan and focuses on aligning practices, policies, and programs with Academy performance goals. The Educational Program is based on our Five Pillars of Practice:

- **Standards Based Facilitation and Learning:** Ensure that scholars can master grade-level content and curriculum that is relatable and rigorous.
- **Mission – Driven:** Revolutionize the spirit and minds of our scholars through intentional heritage inclusive communication, problem-solving, academic empowerment and success using data-driven methods so that all scholars learn.
- **Serving the Whole Child:** Challenge our scholars to think beyond the classroom; enhancing social and emotional skills, providing a global perspective, and encouraging the spirit of Ubuntu - “I am because We are.”
- **Personalized Learning:** Support scholars with a differentiated approach to education that focuses on their unique backgrounds, interests, choices and needs while empowering scholars to take ownership of their learning.
- **Affirmative Environment:** Vesting in our scholars' exclusive journey, ensuring access to opportunity and recognizing scholars for their achievement and the role their families play in that process.

The Academy uses a blended learning instructional model. Each student can access the curriculum using technology as a learning strategy in conjunction with teacher-led instruction. This practice caters to different learning styles, further allowing us to meet each student’s academic needs and guiding them toward growth and mastery.

Aligned and Rigorous Curriculum

In order to achieve and maintain high levels of learning and efficacy in the delivery of instruction, all teaching staff participate in a rigorous curriculum alignment process during which Michigan Academic Standards (“MAS”) are prioritized, unwrapped, and then aligned vertically. The curriculum review process is ongoing and is revisited in the fall each year. Curriculum process documents, pacing and alignment documents as well as standards unwrapping documents are created/reviewed and adjusted as necessary. School Leadership monitors implementation via classroom observations, weekly lesson and unit plan review as well as tracking the progress on pacing and mastery of standards. Regular written feedback is provided, and meetings are regularly scheduled among staff to discuss progress towards goals.

Effective Instructional Practices

The Academy implements effective instructional practices based on research and best practice. Teacher effectiveness is monitored and evaluated using the Charlotte Danielson Framework (2013) for effective teaching. The Danielson Framework focuses on planning and preparation, classroom and student environment/behaviors, instruction/reflection on instruction and professional responsibilities/collegiality and professionalism.

Academy staff differentiate instruction to engage learners. Differentiating instruction “...provides different avenues to acquiring content, to processing or making sense of ideas and to developing products so that each student can learn effectively” (Tomlinson, 2001). Teachers differentiate instruction by content, product, and process. Small group instruction, focused on ability, strategy, or skill groups, provide additional opportunities for differentiated learning, positive interdependence, targeted support, and gradual release of responsibilities (Frey, Fischer, & Everlove, 2009). Academy staff also scaffold instruction. Scaffolding of instruction involves taking the content to be taught and putting it in the correct order so that students build on each presented element of knowledge (Marzano, 2009).

Data Driven Decision Making (“DDDM”) is used to guide instruction. DDDM focuses on using data and related background information to inform decisions related to the planning and delivery of instructional programs and strategies in the classroom, Academy, or district. The Academy uses DDDM in conjunction with a Multi-Tiered System of Supports (“MTSS”) model to design interventions. The Academy’s MTSS model is a multi-step approach that provides services and interventions, with increasing levels of intensity, to students who struggle with learning (Ainsworth, 2010).

ASSESSMENT

Standardized and other norm/criterion referenced assessments are administered as required by the Charter Contract. The Academy administers the Northwest Evaluation Association™ (“NWEA™”) Measures of Academic Progress® (“MAP®”) Growth™, M-STEP, PSAT™ and other assessments

as required by law. The Academy further utilizes Developmental Reading Assessment® (“DRA”), word analysis, unit assessments and formative and summative assessments to identify the needs of learners and monitor student progress toward goals. The Academy administers the NWEA MAP in the fall, winter and spring, and analyzes M-STEP data to identify strengths and weaknesses of the curriculum and instruction. The Academy also looks at district data to identify any correlations between Academy results, the MAP, and the M-STEP.

Assessment data is analyzed frequently and used to assign students to instructional support or enrichment groups. Assessment results identify student needs, monitor progress, and inform instructional practices and progressions. Formative assessments are used consistently to inform instruction and determine student learning. These assessments may be formal written assessments or informal progress checks utilized during the course of instruction. Summative assessments demonstrate mastery of a given instructional progression or content related task. Additionally, assessments inform the instructor of each student’s readiness to learn.

Use of Assessment Data

The process and system of DDDM is used to examine data, inform instruction, transform the classroom, and provide targeted, focused instruction for interventions. As part of DDDM, Grade Level Professional Learning Communities (“PLC”) and the Instructional Leadership Team (“ILT”) assists with progress monitoring, diagnostic assessments and provides individualized instruction. Authentic, norm-referenced, and criterion-referenced assessments are used to triangulate data, develop personalized learning plans, as well as establish achievement targets for students, classrooms, grade levels and teachers.

Analyzing student data occurs routinely during professional development meetings. Grade levels attend data drop meetings and determine student progress and discuss courses of action. Staff also collaborate during vertical and horizontal PLC, staff meetings, professional development sessions, Title 1 meetings, core committee meetings and grade level team meetings.

Culture Focused on Student Achievement

The priority of the school is to increase student achievement for all students using three different student achievement datasets (formative assessments, NWEA MAP, M-STEP). The school has implemented a three-pronged approach to raising student achievement which includes: 1) addressing the needs of ALL students who are performing below grade level on the NWEA MAP; 2) addressing the needs of students who are behind one or more grade levels to ensure growth within in the school year; 3) providing enrichment and extended learning opportunities for Cohort students to meet the MAP targets. The more students that are performing at grade level and are meeting the Educational Goal targets, the more students will be proficient on the M-STEP. There is a correlation between M-STEP proficiency and the percent of students scoring over the 50th percentile on the MAP.

Shared Leadership and Collaboration

Through the use of PLC and the ILT the Academy has developed a shared leadership and collaboration model. The purpose of the model is to foster and prepare a leadership team that manages and operates a high performing school through the gradual release of responsibility. The leadership team serves to manage Academy performance based on a high quality, results-oriented

instructional program that produces the desired results. Further, the model seeks to build capacity and expertise of staff through professional development, DDDM and PLC. To implement the model, the Academy promotes a shared understanding, a common language, shared goals and expectations, large and small PLC, and a leadership team.

Focused Professional Development

Professional development is based on the Educational Program, school improvement plan and DDDM. Professional development is intentional, purposeful, and deliberate. Professional development builds capacity and expertise of the staff. Professional development opportunities include extending teacher knowledge on the MAS, instructional strategies and analysis of data.

Parent and Community Involvement

The Academy is a Wrap Around school; the Academy provides activities and programs for students, parents and the community based on needs, requests, and resources. Examples may include, but are not limited to, after-school tutoring, coding, robotics, dental, vision, social emotional programs, leadership groups, clubs, and athletics for all grade levels.

CURRICULUM FLEXIBILITY

Special Education

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the Individualized Educational Program (“IEP”) team, and together the team will make decisions that are subject to requirements regarding provision of the least restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, the Academy will implement the existing IEP to the extent possible or will provide an interim IEP agreed upon by parents until a new IEP can be developed. IEPs will be developed, revised, and implemented in accordance with the Individuals with Disabilities Education Act (“IDEA”) and state law and regulations.

The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

1. The Academy is responsible for providing a free, appropriate public education to children with disabilities enrolled in the Academy that have been determined through an IEP to require Special Education programs and services.
2. The Academy will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEA and reviewed on an annual basis or more frequently as determined by the IEP team.

Special Populations

At the Academy, there is a strong belief that all students have the ability to learn. As such, instructional practices are student-centered, ensure students encounter content at an individualized level and continually progress toward higher academic benchmarks and goals. Students entering the Academy below grade level or achieving at accelerated levels are supported and challenged accordingly. The Academy provides additional time within the school day in the form of a parallel block or learning lab. These extended learning time opportunities allow staff to support individual student learning goals and objectives.

The Academy further meets the needs of all learners by implementing a tiered approach to intervention using MTSS and Restorative Practice. This approach provides for three tiers of instructional interventions. The first tier, core instruction, delivers responsive, high quality, initial instruction. Instruction in this tier is delivered and planned by highly qualified instructional staff and is structured around best practices in pedagogy. Tier II is targeted and focused instruction based on individual needs as identified in the DDDM process. Tier II instruction, supported by various instructional staff, focuses on remediating, reinforcing and enriching student learning. The third tier, individualized learning, is reserved for students not demonstrating progress during the first two tiers of instruction. Tier III instruction is delivered by Title 1 specialists and provides intensive support for students experiencing challenges. Student progress is monitored frequently and instruction, when possible, is delivered one-on-one. Further, instruction is responsive and adaptive to students' needs and goals as presented in the IEP.

ELEMENTARY AND MIDDLE SCHOOL PROGRAMS

The Academy's elementary and middle school programs employ instructional strategies based on research and are monitored for program effectiveness. By delivering instruction that is differentiated and scaffolded, the Academy develops students' self-confidence, increases an intrinsic motivation to learn and encourages lifelong learning. The Academy strives to develop a high degree of confidence, competence, versatility, and self-esteem in students through an outcome-based curriculum that facilitates cognitive development, cooperation, team skills and self-directed initiative taking.

There is an emphasis in the elementary grades to establish a strong foundation in core content area subjects. Progressing through the years, students build on that foundation systematically in a manner which prepares for academic success in subsequent school years as well as beyond school life.

The middle school program continues to emphasize the core subjects and to prepare each student for the rigors of the Michigan Merit Curriculum. The program builds on the foundations established in the elementary program and provides for continued support and acceleration within the school day. As part of the middle school program, each seventh grade student develops an Educational Development Plan ("EDP") with the guidance counselor. In implementing an EDP, the Academy adheres to the Michigan Merit Curriculum legislation (P.A. 141 of 2007). The development of an EDP assists students in effectively planning for high school curriculum and post-high school goals. The Academy utilizes Career Cruising, a computer-based career exploration program, to assist in the development of the EDP. Using the program, students work with the counselor to create an EDP, update the EDP and explore careers.

EARLY CHILDHOOD PROGRAM

The Academy operates an early childhood education program (Pre-Kindergarten and Great Start Readiness Program). On an annual basis, the Academy shall advise the Center on the current status of its early childhood education program. If changes occur in the Academy's early childhood education program, the Academy shall file a revised Early Childhood Education Questionnaire with the Center.

Unless permitted under Applicable Law or administrative rule, the Academy shall not use the state school aid funds to establish or operate its early childhood education program. In accordance with Applicable Law and administrative rule, the Academy shall budget and account for funds and expenses associated with its early childhood education program.

PROGRAM EVALUATION

The Academy evaluates the effectiveness of the implementation, delivery, and support of the Educational Program by providing a systematic process that includes lesson plan review, curricular unit reflection and revision, resource review, teacher observation and evaluation and the analysis of assessment data. Administrators and staff have numerous opportunities during PLC meetings to collaborate on the effectiveness of the program. Content area committees also review data to ensure curriculum alignment and fidelity of implementation and to adjust programs and practices.

Additionally, the Academy evaluates effective instruction by performing informal and formal teacher observations. The observations provide a platform for quality dialogue serving to improve instructional practices. As indicated, the Academy adopted the *Charlotte Danielson: A Framework for Teaching* rubric for teacher evaluation. In this framework, the complex activity of teaching is divided into the following four domains of teaching responsibility: Planning and Preparation, the Classroom Environment, Instruction and Professional Responsibilities.

Data is collected and analyzed to determine and monitor school improvement goals. Academy leadership and staff routinely monitor assessment data (e.g., unit pre- and post-test, standardized assessments) to implement needed changes, to ensure adequate growth in all classrooms and to make necessary adjustments to improve the delivery of the Educational Program.

In addition to observations and the examination of data, professional development opportunities and PLC are provided to staff members. Training opportunities and a professional community of learners enhance instructional practices as well as provide opportunities of collaboration and cooperation with other teachers.

SECTION D
CURRICULUM

CURRICULUM

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.4, the Academy shall implement, deliver, and support the curriculum identified in this schedule.

The Academy has adopted a Blended Curriculum Model and uses various online platforms to support instruction. The core curriculum for each core content use a combination of online and physical resources from the following: Great Minds® Wit and Wisdom™ for English language arts, Great Minds Eureka Math™, Mystery Science, STEMscopes™, Studies Weekly® for social studies, and the Michigan Model for Health™. The curriculum for all core subjects has been received, reviewed, and approved by the Center.

- Wit and Wisdom <https://greatminds.org/english/witwisdom>
- Eureka Math <https://greatminds.org/math/eurekamath>
- Mystery Science <https://mysteryscience.com/>
- STEMscopes <https://www.acceleratelearning.com/science/mi/>
- Studies Weekly <https://www.studiesweekly.com/social-studies/>
- Michigan Model for Health <http://www.michigan.gov/mdhhs/>

Elementary and Middle School

The following subjects/courses are offered at the Eaton Academy.

Course	K	1	2	3	4	5	6	7	8
English Language Arts	X	X	X	X	X	X	X	X	X
Mathematics	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X	X
Health							X	X	X
Physical Education	X	X	X	X	X	X	X	X	X

SECTION E

METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified in the Public School Academy Chartering Policies adopted by the University Board, as applicable, in accordance with the requirements detailed in the Master Calendar annually issued by the Center.

The Academy shall authorize the Center to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to Be Administered:

Assessments as identified in Schedule 7b of this Contract and all state-mandated assessments.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

APPLICATION AND ENROLLMENT OF STUDENTS

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Sections 6.6 and 6.16, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 550 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Code provides that public school academies shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a Michigan school district and may give enrollment priority as provided below.

- 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 school district.
- The Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy unless the appropriate 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.

The Academy may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy.
- A pupil who transfers to the Academy from another public school pursuant to a matriculation agreement between the Academy and other public school that provides for this enrollment priority, if all of the following requirements are met:
 1. Each public school that enters into the matriculation agreement remains a separate and independent public school.
 2. The Academy shall select at least 5% of its pupils for enrollment using a random selection process.
 3. The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.

- A child, including an adopted child or legal ward, of a person who is employed by or at the Academy or who is on the Academy Board.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school pursuant to section 504(4) of the Code.
- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Center for review.
- Any matriculation agreement entered into by the Academy shall be added to this Schedule 7f through a contract amendment approved in accordance with Article IX in the Terms and Conditions of this Contract.

Application Process

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy's open enrollment period shall be a minimum of two weeks (14 calendar days) in duration and shall include evening and weekend times.
- 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 Academy's next open enrollment period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the Center.

Legal Notice or Advertisement

- The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice or advertisement shall be forwarded to the Center.
- At a minimum, the legal notice or advertisement must include:
 1. The process and/or location(s) for requesting and submitting applications.
 2. The beginning date and the ending date of the application period.
 3. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

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

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces. Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or age grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Center of both the application period and the date of the random selection drawing, if needed. The Center may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, impartial individual who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

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

School Calendar

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

School Day Schedule

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

SECTION H

AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this Schedule.

The Academy will enroll students in 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 the age of 5 by the dates outlined in the Code.

CONTRACT SCHEDULE 8

**INFORMATION AVAILABLE TO
THE PUBLIC AND THE CENTER**

INFORMATION AVAILABLE TO THE PUBLIC AND THE CENTER

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.9, the Academy shall comply with this Schedule.

Information Available to the Public and the Center

The Code provides that the board of directors of a public school academy shall make information concerning its operation and management available to the public and to the Center in the same manner as is required by state law for school districts.

The Code provides that the board of directors of a public school academy shall collect, maintain, and make available to the public and the Center, in accordance with Applicable Law and the Contract, at least all of the following information concerning the operation and management of the Academy:

1. A copy of the Academy's Charter Contract.
2. A list of currently serving members of the Academy Board, including name, address, and term of office.
3. Copies of policies approved by the Academy Board.
4. The Academy Board meeting agendas and minutes.
5. The budget approved by the Academy Board and of any amendments to the budget.
6. Copies of bills paid for amounts of \$10,000.00 or more, as submitted to the Academy Board.
7. Quarterly financial reports submitted to the Center.
8. A current list of teachers and administrators working at the Academy that includes individual salaries as submitted to the Registry of Educational Personnel.
9. Copies of the teaching or administrator's certificates or permits of current teaching and administrative staff.
10. Evidence of compliance with the criminal background and records checks and unprofessional conduct check required under sections 1230, 1230a, and 1230b of the Code for all teachers and administrators working at the Academy.
11. Curriculum documents and materials given to the Center.
12. Proof of insurance as required by the Contract.
13. Copies of facility leases or deeds, or both.
14. Copies of any equipment leases.
15. Copies of any management contracts or services contracts approved by the Academy Board.
16. All health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspection, boiler inspection, and food service.
17. Annual financial audits and any management letters issued as part of the Academy's annual financial audit, required under Article VI, Section 6.11 of the Terms and Conditions of this Contract.
18. Any other information specifically required under the Code.

Information to be Provided by the Academy's Educational Service Provider (if any)

Pursuant to the Terms and Conditions of this Contract, including Article III, Section 3.6, the University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. Any Educational Service Provider Management Agreement entered into by the Academy must contain a provision requiring the Educational Service Provider to provide to the Academy Board information concerning the operation and management of the Academy (including without limitation, but not limited to, the items identified above and annually the information that a school district is required to disclose under Section 18(2) of the State School Aid Act of 1979, MCL 388.1618) available to the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.9(a) of the Terms and Conditions of Contract.