



CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS

ISSUED TO

JALEN ROSE LEADERSHIP ACADEMY  
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES  
(AUTHORIZING BODY)

JULY 1, 2024

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**REAUTHORIZING RESOLUTION**

## REAUTHORIZATION OF PUBLIC SCHOOL ACADEMY

### Jalen Rose Leadership Academy

Recitals:

1. At its February 14, 2019, meeting this board authorized the issuance of a contract to charter as a public school academy to Jalen Rose Leadership Academy. On July 1, 2019, the contract was effective.
2. The contract of this academy expires June 30, 2024.
3. The Governor John Engler Center for Charter Schools has completed its evaluation and assessment of the operation and performance of Jalen Rose Leadership Academy.
4. The university president or designee has recommended the reissuance of a contract to charter as a public school academy to Jalen Rose Leadership Academy. The term of the contract is recommended for a term not to exceed three (3) years.

BE IT RESOLVED, That this board approves and authorizes the execution of a contract to charter as a public school academy to Jalen Rose Leadership Academy for a term not to exceed three (3) and authorizes the chair of the board to execute a contract to charter as a public school academy and related documents between Jalen Rose Leadership 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 Jalen Rose Leadership Academy is able to comply with all terms and conditions of the contract.

CMU BDT APPROVED

Date: February 6, 2024

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: My Hangan

## **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, 2024**

**ISSUED BY**

**CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES**

**CONFIRMING THE STATUS OF  
JALEN ROSE LEADERSHIP ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

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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 Jalen Rose Leadership 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 Jalen Rose Leadership 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 Jalen Rose Leadership 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 February 6, 2024, 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, 2024, Issued by the Central Michigan University Board of Trustees Confirming the Status of Jalen Rose Leadership 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. After receipt of the Academy Board's request for termination, the University Board shall consider the Academy's request no later than its next regularly scheduled meeting. The University Board shall make a final determination and vote on the proposed termination request within 90 days of receipt of the request from the Academy. 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; (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; or (iii) if exigent circumstances exist that the University Board determines, in its sole discretion, that termination of this Contract is required to protect the health, safety, or welfare of the Academy students, property, or funds that cannot be cured in a reasonable period as determined solely by the University Board, 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 Jalen Rose Leadership Academy 15000 Trojan Detroit, MI 48235

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of 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 three (3) academic years and shall terminate on June 30, 2027, 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: Todd J. Regis  
Todd J. Regis, Chair

Date: June 3, 2024

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.

JALEN ROSE LEADERSHIP ACADEMY

By: [Signature]  
Board President

Date: 6/24/2024

## **CONTRACT SCHEDULES**

### **Schedules**

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**CONTRACT SCHEDULE 1**

**RESTATED ARTICLES OF INCORPORATION**

***MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS***

***FILING ENDORSEMENT***

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

***for***

***JALEN ROSE LEADERSHIP ACADEMY***

***ID NUMBER: 70892U***

***received by facsimile transmission on September 15, 2017 is hereby endorsed.***

***Filed on September 18, 2017 by the Administrator.***

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



***Sent by Facsimile Transmission***

***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of September, 2017.***

*Julia Dale*

***Julia Dale, Director  
Corporations, Securities & Commercial Licensing Bureau***

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MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU			
Date Received			
		This document is effective on the date filed, unless a subsequent effective date within 90-days after received date is stated in the document.	
Name		EFFECTIVE DATE:	
John Carlson			
Address			
34705 W. Twelve Mile Rd., Ste. 160			
City	State	Zip	
Farmington Hills	MI	48331-3259	
			70892U

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

**OF**

**JALEN ROSE LEADERSHIP 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: Jalen Rose Leadership Academy.

The corporation identification number ("CID") assigned by the Bureau is: 70892U.

The corporation has used no other names.

The date of filing the original Articles of Incorporation was: March 9, 2011.

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: Jalen Rose Leadership Academy.

Restated Articles of Incorporation - 1

Jalen Rose Leadership Academy

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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 John Carlson.

The address of its registered office in Michigan is: 34705 W. Twelve Mile Rd., Ste. 160, Farmington Hills, MI 48331-3259.

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

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## 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, Bureau of Commercial Services. 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

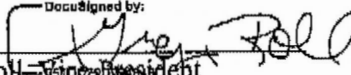
The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Restated Articles of Incorporation.

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**ADOPTION OF ARTICLES**

These Restated Articles of Incorporation were duly adopted on the 11<sup>th</sup> day of September 2017, in accordance with the provisions of Section 64) 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 15th day of September 2017.

By:    
 Mr. Greg Boll, ~~Vice President~~ <sup>President</sup>



**CONTRACT SCHEDULE 2**

**AMENDED BYLAWS**

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**AMENDED BYLAWS**  
**OF**  
**JALEN ROSE LEADERSHIP ACADEMY**

**ARTICLE I**  
**NAME**

This organization shall be called Jalen Rose Leadership 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.
- (e) Is a current Academy Board member.

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 24th day of June, 2024.



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 Jalen Rose Leadership 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 Jalen Rose Leadership Academy.

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

Date: February 28, 2024

**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 Jalen Rose Leadership 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.

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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 15<sup>th</sup> 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 Entrepreneurial Ventures in Education 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.

**FIRST AMENDMENT TO EDUCATIONAL SERVICES PROVIDER AGREEMENT**  
**BETWEEN JALEN ROSE LEADERSHIP ACADEMY AND ENTREPRENEURIAL**  
**VENTURES IN EDUCATION, INC.**

Jalen Rose Leadership Academy (“JRLA”) and Entrepreneurial Ventures in Education, Inc. (“EVE”) (together, the “Parties”), intending to be legally bound, hereby agree to amend the Educational Services Provider Agreement between the Parties dated as of August 26, 2022 (“Agreement”), as set forth below.

**RECITALS**

- A. Since August 26, 2022, PLA has managed the public charter school academy known as “Jalen Rose Leadership Academy” (the “Academy”) pursuant to the Agreement;
- B. The Agreement provides in Article III, Paragraph A for an initial term ending June 30, 2024;
- C. The Parties to the Agreement believe that it is in their mutual interest, and in the best interest of the Academy, to extend the Agreement by three (3) years, up to and including June 30, 2027, and acknowledge that the Academy’s charter contract with Central Michigan University expires on said date; and
- D. All capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Agreement.

**AMENDMENT**

For the reasons stated in the Recitals above, and in consideration of the mutual promises and undertakings described herein, the Parties agree to amend the Agreement as follows:

- 1. The attached Exhibit B, Performance Standards, replaces the previous Exhibit B and is hereby incorporated into the Agreement.
- 2. The attached Exhibit C, Fundraising Efforts, is hereby incorporated into the Agreement.
- 3. Article III, Paragraphs A and B, shall be replaced their entirety, and shall read as follows:
  - A. Term. This Agreement shall become effective **July 1, 2024** (“Effective Date”) and shall expire **on June 30, 2027**, subject to a continued Charter Contract from CMU.
  - B. Renewal.

In no event shall any renewal of the term of this Agreement exceed the term of the Charter Contract between the Academy and CMU ending June 30, 2027.

4. Article VI, Paragraph C of the Agreement shall be replaced in its entirety and shall read as follows:

**Compensation for Services.** The Academy shall pay EVE an annual management fee for each school year during the term of this Agreement. The amount of this annual fee shall be twelve percent (12%) of the sum of: (a) all funds the Academy receives directly or indirectly under Paragraph A attributable to the school year during which EVE provides services under this Agreement less amounts retained by the Authorizer, plus (b) all funds that the Academy receives directly or indirectly under Paragraph B; however, EVE will not receive a management fee for individual donations that are made to the Academy, student fundraising activities, or donations obtained through the efforts of Operation Graduation, Inc. or Board members, **as all compensation to EVE related to donations shall be governed by the terms of Exhibit C, Fundraising Efforts.** The amount of the annual fee is subject to reduction in a mutually agreeable amount by the Parties in any school year if extenuating circumstances make payment of the entire annual fee inappropriate.

EVE's annual management fee shall be paid in twelve (12) installments, which shall be made on the 15<sup>th</sup> day of the months of July through June for the school year of JRLA during which EVE provides services under this Agreement. EVE 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 that all monthly installment payments must be remitted within thirty (30) days of the original payment date of such monthly installment payment.

5. The following paragraph shall be added to the end of Article VII, Paragraph A, which shall read as follows:

EVE's hiring process for qualified teachers and support staff assigned to the Academy shall include a consultation with JRLA's Academy Leader to review potential candidates prior to final placement. The process shall include, at minimum, an opportunity for the Academy Leader to provide input on the hiring decision, review candidate credentials, and where feasible, conduct in-person interviews and other evaluations with the candidate.

6. Article VII, Paragraph G, shall be replaced in its entirety, and shall read as follows:

**G. Training.** EVE shall ensure training and support is provided to the Academy Leader, administration team, teachers, and support staff on a regular and continuing basis and shall insure that Academy Personnel receive all training required by law and that development is relevant to a high school setting. The Academy Leader, administration team, teachers, and other support staff employees shall receive such other training as EVE determines is reasonable and necessary under the circumstances.

Prior to July 15th of each year, EVE shall develop and provide a professional development calendar for all staff, which shall include a brief written description of the training and days for implementation for summer programming.

Prior to August 15th of each year, EVE shall develop and provide a professional development calendar for all staff, which shall include a brief written description of the training and days for implementation for programming during the school year.

Reports regarding the professional development programming shall be shared with the JRLA Board. The JRLA Board shall be advised of changes and modifications to the professional development calendar at its regularly scheduled board meetings.

7. The following Paragraph \_\_, shall be added to the Agreement:
  - a. It is understood by EVE and the Academy that the Authorizer's metrics of educational performance identified in the Charter Contract and in [Exhibit B] as well as any additional goals identified therein, and meaningful growth towards those metrics, is essential to the Academy's mission of creating a high performing school. EVE in cooperation with the Academy will work toward attainment of these metrics. Achievement or substantial progress towards the goals identified in this contract is a material term of the contract.
8. Except for the provisions of this Amendment, all the terms, covenants and conditions of the Agreement shall remain in full force and effect, and are not otherwise altered, amended, revised or changed.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

The Parties have caused this First Amendment to the Educational Services Provider Agreement to be duly effective as of July 1, 2024.

PHALEN LEADERSHIP ACADEMY-INDIANA, INC.

By: 

Name: Earl Martin Phalen

Title: CEO

Jalen Rose Leadership Academy

By: 

Name: Dennis W. Archer, Jr.

Title: Bd. Sec.



## **EXHIBIT B**

### **PERFORMANCE STANDARDS**

[Attached below]

PLA/JRLA Performance Metrics - Updated 6/21/24								
Performance Measure #1	Metric	Target	21-22 Before Partnership	22-23 1st Year of Partnership	23-24 2nd Year of Partnership	24-25 3rd Year of Partnership	25-26 4th Year of Partnership	26-27 5th Year of Partnership
<b>Post-Secondary Readiness Grades 9-11</b> Over time: The year over year change in percentage of students meeting or surpassing grade-level college readiness benchmarks on the PSAT (Grades 9-10) and SAT (Grade 11) based on grade level cohorts. Aligns with CMU metrics; however, difference is that CMU looks at overall average for 9-11th grade. These metrics measure change in cohort post-secondary readiness so as not to allow 9th grade averages to influence the metric significantly.	At least a 3% increase each year in the percent of students meeting or surpassing college level readiness by grade level cohort for end of year PSAT and/or SAT for both EBRW and Math. Cohort 1 (9th to 10th) and Cohort 2 (10th to 11th) would both need to increase by at least 3% to meet the criteria for this metric.  Note: 21-22 April SAT scores were updated to reflect more accurate data source (college board) with class of 2025 moving from EBRW: 23.3% to EBRW: 24% and class of 2024 moving from EBRW:16.8%: to EBRW: 15.5%. There was no change in math for either cohort	Over time: The year over year change in percentage of students meeting or surpassing grade-level college readiness benchmarks on the PSAT (Grades 9-10) and SAT (Grade 11) based on grade level cohorts. Exceeds >= 6% Meets >= 3% Approaching >= 1% does not meet < 1%	<b>PSAT 9 (April 21-22)</b> EBRW: 24% Math 10.7%	<b>PSAT 9 EOY</b> EBRW: 28.7% Math: 4.6%	<b>PSAT 9</b> EBRW: TBD Math: TBD			
			<b>PSAT 10 (April 21-22)</b> EBRW: 15.5% Math: 0%	<b>PSAT 10 EOY</b> EBRW: 29.3% (+5.3% = meets) Math: 8.0% (-2.7% does not meet)	<b>PSAT 10 EOY</b> EBRW: 25.6% (-3.1% does not meet) Math: 0% (-4.1% does not meet)			
			<b>SAT 11</b> EBRW: 18% Math: 1%	<b>SAT 11</b> EBRW: 19% (+3.5% = Meets) Math: 1.9% (+1.9% = approaching)	<b>SAT 11</b> EBRW: 21.3% (-8% does not meet) Math: 1.3% (-6.7% does not meet)			
Performance Measure #2	Metric	Target	21-22 Before Partnership	22-23 1st Year of Partnership	23-24 2nd Year of Partnership	24-25 3rd Year of Partnership	25-26 4th Year of Partnership	26-27 5th Year of Partnership
<b>College Matriculation:</b> The percentage of students that successfully matriculate to a community college or university within 6 months of high school graduation	The percentage of students that successfully matriculate to a community college or university within 6 months of high school graduation will surpass the state average provided by MiSchoolData.	Surpass the state average for the same calendar year	<b>JRLA: 49.5% (21-22) 6 months State Avg: 52.8%</b>	JRLA: 49.4% (22-23) 6 months State Avg: 53.3% (does not meet target)	Results expected in Jan 2025 for Class of 23-24			
Performance Measure #3	Metric	Target	21-22 Before Partnership	22-23 1st Year of Partnership	23-24 2nd Year of Partnership	24-25 3rd Year of Partnership	25-26 4th Year of Partnership	26-27 5th Year of Partnership
Scholar Year over Year Re-Enrollment Percentage	The percentage of students that persist from prior year count day to current year count day	The percentage of students retained year over year will surpass the previous year	86% (comparing 20-21 to 21-22 count day)	Held Harmless - 78.2% (comparing 21-22 to 22-23 count day)	83.3% (comparing 22-23 to 23-24 count day) (meets target)			
Performance Measure #4	Metric	Target	21-22 Before Partnership	22-23 1st Year of Partnership	23-24 2nd Year of Partnership	24-25 3rd Year of Partnership	25-26 4th Year of Partnership	26-27 5th Year of Partnership
Scholar Retention (Current Year)	The percentage of students that persist from count day to the end of the year	>=90%	89.40%	93.3% (meets target)	94.9% (meets target)			
Performance Measure #5	Metric	Target	21-22 Before Partnership	22-23 1st Year of Partnership	23-24 2nd Year of Partnership	24-25 3rd Year of Partnership	25-26 4th Year of Partnership	26-27 5th Year of Partnership
Staff Retention	The percentage of highly effective and effective staff that are retained from year to year.	The percentage of highly effective and effective staff that are retained from year to year will surpass the previous year	N/A	Held Harmless - 67% Based on 9/22 compared to 6/22	56% (does not meet target)			
Performance Measure #6	Metric	Target	21-22 Before Partnership	22-23 1st Year of Partnership	23-24 2nd Year of Partnership	24-25 3rd Year of Partnership	25-26 4th Year of Partnership	26-27 5th Year of Partnership
Scholar Attendance Rate	The percent of scholars that are in attendance each month (monthly present/monthly membership)	>=90%	83%	84% (does not meet target)	84% (does not meet target)			
Performance Measure #7	Metric	Target	21-22 Before Partnership	22-23 1st Year of Partnership	23-24 2nd Year of Partnership	24-25 3rd Year of Partnership	25-26 4th Year of Partnership	26-27 5th Year of Partnership
High School Graduation	The best graduation rate of the 4 year, 5 year, and 6 year graduation rate cohort ( this matches the MDE graduation grade level indicator calculation)	>=90%	96%	97.87% (meets target)	Results expected in Jan 2025 for Class of 23-24			
Performance Measure #8	Metric	Target	21-22 Before Partnership	22-23 1st Year of Partnership	23-24 2nd Year of Partnership	24-25 3rd Year of Partnership	25-26 4th Year of Partnership	26-27 5th Year of Partnership
College and Career Ready GPA	Percent of Students meeting college and career ready GPA (>=3.0 using honors cumulative GPA)	The percent of students meeting the college and career ready GPA will surpass the previous year	18%	15% (does not meet)	13% (does not meet target)	Jalen Rose Leadership Academy		

## **EXHIBIT C**

### **FUNDRAISING EFFORTS**

The purpose of this Exhibit C is to set forth and define EVE's obligations and fee as it relates to Academy fundraising efforts.

When requested by JRLA, EVE's development team will provide the following support and assistance to fundraising projects (i.e. the capital campaign) and/or individual giving development for potential funding in excess of \$250K per grant/gift:

- Development of individualized presentations/pitch-deck materials in collaboration with JRLA
- Coaching of JRLA leadership and staff for donor meetings, presentations, pitches, etc
- Virtual and/or in-person meetings with potential donors
- Negotiation of gifts
- Development of stewardship process
- Identification of potential new donors, including researching their past donation history

JRLA agrees that for any fundraising project where EVE provides support and assistance as outlined above that results in a donation of \$250k or greater to JRLA (or Operation Graduation for the benefit of JRLA), EVE shall earn a 7% bonus on the amount received.

EVE will confidentially maintain all donor information of JRLA and/or Operation Graduation and will agree to sign any additional reasonable confidentiality agreements as requested by JRLA, Operation Graduation or their respective donors. EVE will not approach previous donors who have supported JRLA or Operation Graduation, for EVE's benefit or benefit of the school, without written consent from the JRLA Board President and/or the Operation Graduation CEO (depending on whether the donor has donated to JRLA, Operation Graduation, or both).

## **EDUCATIONAL SERVICES PROVIDER AGREEMENT**

This Educational Services Provider Agreement (the “Agreement”) is made and entered into as of the 1st day of July 2022, by and between **Entrepreneurial Ventures in Education** (“EVE”) a Massachusetts based non-profit corporation, and **Jalen Rose Leadership Academy** (“JRLA” or the “Academy” and together with EVE, the “Parties”), a Michigan non-profit corporation and public school academy organized under the Revised School Code (the “Code”).

**WHEREAS**, JRLA operates under the direction of a Board of Directors (the “Board” or “Academy Board”) and is authorized pursuant to a contract (the “Charter Contract”) issued by the Central Michigan University Board of Trustees (“Authorizer”).

**WHEREAS**, EVE is a Massachusetts based non-profit corporation authorized to transact business in the State of Michigan, and providing direct educational and managerial services to public school academies. EVE has the ability to implement JRLA’s Educational Programs as set forth in Schedule 7c of the Charter Contract (the Educational Programs); and

**WHEREAS**, JRLA desires to engage EVE to perform those services as a direct educational service provider pursuant to this Agreement.

**WHEREAS**, it is intended that JRLA shall accomplish its mission by utilizing the services of EVE. JRLA hereby acknowledges this intent and approves this Agreement for direct educational services of JRLA by EVE.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

### **ARTICLE I:**

#### **CONTRACTUAL RELATIONSHIP**

A. **Authority.** JRLA has been granted the Charter Contract by the Authorizer to organize and operate a public charter school, together with the powers necessary or desirable for carrying out the educational program set forth in the Charter Contract. JRLA is authorized to contract with a private entity to provide educational services, provided that no provisions of the management agreement shall be effective to the extent it conflicts with the Board’s statutory prerogatives and duties or the Authorizer’s educational services provider requirements (the “ESP Requirements”).

B. **Contract.** Acting under and in the exercise of such authority, JRLA hereby contracts with EVE for specified functions relating to the provision of direct educational services and school support activities of JRLA.

**C. Status of the Parties.** EVE is a Massachusetts non-profit corporation and is not a division or a part of JRLA. JRLA is a body corporate and governmental entity authorized by the Code, and is not a division or part of EVE. The relationship between EVE and JRLA is based solely on the terms of this Agreement. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and that, except as expressly set forth in paragraph D below, no employee of EVE shall be deemed to be an agent of JRLA. EVE is solely responsible for its acts and the acts of its agents, employees, and subcontractors. Employees of EVE, even those assigned to work exclusively at JRLA, are not employees of JRLA.

**D. Designation of School Officials for Purposes of FERPA.** Agents and employees of EVE having a legitimate educational interest in student record information, are hereby designated by the Board as “school officials” of JRLA such that they are authorized access to educational records of the JRLA’s students under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”). “Legitimate educational interest” shall be defined as having a responsibility for helping the student achieve one (1) or more of the educational goals of JRLA or if the record is necessary in order for the employee to perform an administrative, supervisory, or instructional task or to perform a service or benefit for the student or the student’s family. Except as set forth in this paragraph D, no agent or employee of EVE shall be deemed to be an agent of JRLA. EVE and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials.

## **ARTICLE II:**

### **WARRANTIES AND REPRESENTATIONS**

**A. Warranties and Representations of the Academy.** The Academy represents to EVE that (a) it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions.

**B. Warranties and Representations of EVE.** EVE represents and warrants to the Academy that (a) it is a Massachusetts corporation in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

**C. Mutual Representations and Warranties.** Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or affecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

### ARTICLE III:

#### TERM

A. **Term.** This Agreement shall become effective July 1, 2022 (“Effective Date”) and shall expire on June 30, 2024, the same length of time as the term of the Charter Contract between the Academy and CMU, ending on the same end date of that Charter Contract, and subject to a continued Charter Contract from CMU.

B. **Renewal.** Prior to the end of the Term, the Academy and EVE may extend the Agreement which shall be documented in a written amendment to this Agreement and signed by both Parties. This Agreement shall not extend beyond the term of the Charter Contract.

### ARTICLE IV:

#### FUNCTIONS OF EVE

A. **Responsibility.** EVE shall be responsible and accountable to the Jalen Rose Leadership Academy Board of Directors for the Academy’s administration, operation, and performance. EVE shall be responsible for the Academy’s day-to-day management and shall undertake such responsibilities in good faith and in the Academy’s best interests. EVE is granted such power and authority on the Academy’s behalf as is reasonably necessary or appropriate to perform its obligations under this Agreement. Nothing in this Agreement shall be construed to confer EVE authority to act where the Michigan Revised School Code, Part 6A requires official action by the Academy Board. EVE shall be responsible for full implementation of the services detailed in Exhibit A.

C. **Educational Goals and Program.** EVE shall implement the educational goals and programs set forth in the Charter Contract (as set forth generally in Contract Schedules 7a through 7h, including, but not limited to, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications for pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. In the event that EVE determines that it is advisable to modify the educational goals and programs set forth in the Charter Contract, EVE will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the educational goals and programs shall be implemented without the prior written approval of the Board and a Charter Contract amendment approved by the Board and Authorizer. EVE shall provide the Board with periodic written reports, at least annually, specifying the level of achievement of each of the Academy’s educational goals set forth in the Charter Contract and detailing its plan for meeting any educational goals that are not being attained, such reports to be submitted on a regular periodic basis and upon request of the Board.

D. **Subcontracts.** It is anticipated that EVE will utilize subcontracts to provide some of the services it is required to provide to the Academy under this Agreement. EVE may not subcontract the management, oversight, or operation of the teaching and instructional program without the specific prior written approval of the Board. Except as described in the previous sentence, Board

approval of subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose of the Academy's approved budget or Board approval is required by the Charter Contract or by the Board's procurement policy. EVE will receive no additional fee as a result of subcontracting of any services, all of which shall be provided without markup.

**E. Place of Performance.** Instructional services other than field trips and activities and courses at college campuses or internship sites will normally be performed at the facilities of the Academy. EVE may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by applicable law. The Academy shall provide EVE with the necessary office space at the sites to perform all services described in this Agreement. All student records and books of the Academy, as well as copies of minutes of both regular and executive sessions of the Academy Board and all required compliance materials ("Academy Documents") shall be maintained at the Academy site and in compliance with all applicable requirements set by state and federal agencies, including any record retention schedule published by the Michigan Department of Education.

If the Academy should expand to other locations in the future, such expansion will be accomplished by amendments to this Agreement and the Charter Contract.

**F. Acquisitions.** All acquisitions made by EVE for the Academy using any funds belonging to 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. EVE shall 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. EVE will not add 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 from the Academy. All supplies, materials, and equipment procured for the Academy by EVE shall be inventoried by an acceptable method of inventory, and an inventory of the Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.

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

1. Achieving educational goals and related measures as outlined in the Charter Contract, Schedule 7.B.
2. Meeting Performance Standards contained within Exhibit B.

**H. Student Recruitment.** EVE shall be responsible for the recruitment of students subject to the provisions of the Charter Contract and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Charter Contract and in compliance with the Code and other applicable law. EVE shall follow all applicable procedures regarding student recruitment, enrollment, and lottery management, and shall be responsible for publication of appropriate public notices and scheduling of open houses, as may be required.

**I. Student Due Process Hearings.** EVE 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 the degree that it is consistent with the Academy's own obligations. The Board shall retain the right to provide due process as required by law and to determine whether any student will be suspended or expelled. In the event that EVE facilitates a student due process hearing, they shall inform the Academy Board that an expulsion/suspension hearing is scheduled as well as the result of the hearing.

**J. Legal Requirements.** EVE shall provide educational programs that meet the requirements imposed under federal, state and local requirements and the requirements imposed under the Charter Contract, unless such requirements are or have been waived.

**K. Rules and Procedures.** The Board shall adopt rules, regulations, and procedures applicable to the Academy, and EVE is directed to enforce the rules, regulations, and procedures adopted by the Academy. EVE shall assist the Board in its policy making function by recommending the adoption of reasonable rules, regulations, and procedures applicable to the Academy.

**L. 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 Board.

**M. Authority.** EVE 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.

**N. Supplemental Programs.** The services provided by EVE to the Academy under this Agreement consist of the Educational Program as set forth in the Contract, as the same may change from time to time. The Board may decide to provide additional programs. Any revenues collected from such programs will go directly to the Academy. The Academy may also purchase additional services from EVE at a mutually agreeable cost and said additional programs shall be memorialized in a separate agreement.

**O. Operational Reporting.** The Board and EVE shall establish annually a format for monthly data dashboard reporting to ensure that the Board can regularly monitor student and school performance, operational, and financial performance. In order to enable the Board to monitor EVE's educational performance and the efficiency of its operation of the Academy, upon the request of the Board, EVE will provide written reports to the Board on any 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 two (2) weeks after the request for the report is received by EVE unless the Board and EVE mutually agree upon an extended timetable.

**P. Annual Budget Preparation.** EVE will prepare and provide the Board with a proposed annual budget that shall conform to the State of Michigan's requirements and in a form satisfactory to the Board and to the Authorizer in accordance with the provisions of Exhibit A. Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Academy Board is responsible for designating the Chief Administrative Officer ("CAO") of the Academy. If the Academy employs a superintendent or a person having general administrative control, then the Academy Board may designate that employee as the CAO of the Academy. If the Academy does not employ a superintendent or person having general administrative control, then the Academy Board shall designate an Academy Board member as the CAO of the Academy. EVE nor any owner, officer, director or employee of EVE shall be designated as the CAO of the Academy, but an employee of EVE may assist the CAO in carrying out their duties.

**Q. School Financial Health.** EVE shall do all things reasonably and professionally required to prevent the Academy's finances from experiencing any operating or fund balance deficits and shall do all things reasonably and professionally required to keep the Academy solvent.

**R. Disclosure of Information Pursuant to MCL 388.** On an annual basis, EVE shall provide the Academy's Boards all of the same information that a school district is required to disclose under section 18(2) of the State School Aid Act, MCL 388.1618(2), for the most recent school fiscal year in which the information is available. On behalf of the Board, EVE shall make such information available on the Academy's website in a form and manner prescribed by the Michigan Department of Education and by applicable law. EVE shall make available to the Academy Board all information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board. On behalf of the Academy, EVE shall make such information available to the public in the same manner and to the same extent as is required for public schools and school districts under applicable law.

**S. Restriction on Providing Personally Identifiable Information.** Except as permitted under the Code, EVE shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a School student's education records. If EVE receives information that is part of a School student's education records, EVE shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

**T. Procedures for Addressing Breach of Protected Information.** Immediately upon discovery of a confirmed or suspected Breach, EVE shall report both orally and in writing to the Academy. In no event shall the report be made more than two (2) business days after EVE knows or reasonably suspects a breach has or may have occurred. In the event of a suspected breach, EVE shall keep the Academy informed regularly of the progress of its investigation until the uncertainty is resolved. EVE's report shall identify: (i) the nature of the unauthorized access, use or disclosure,

(ii) the Protected or Private Information accessed, used or disclosed, (iii) the person(s) who accessed, used and disclosed and/or received Protected or Private Information (if known), (iv) what EVE has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action EVE has taken or will take to prevent future unauthorized access, use or disclosure. (vi) EVE shall provide such other information, including a written report, as reasonably requested by Academy.

Additionally, in the event of a breach, EVE will: (i) immediately preserve any potential forensic evidence relating to the breach; (ii) promptly (within 2 business days) designate a contact person to whom the Academy will direct inquiries, and who will communicate EVE's responses to Academy inquiries; (iii) as rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore the Academy's service(s) as directed by the Academy, and undertake appropriate response activities; (iv) provide status reports to the Academy on breach response activities, either on a daily basis or a frequency approved by the Academy; (v) coordinate all media, law enforcement, or other breach notifications with the Academy in advance of such notification(s), unless expressly prohibited by law; (vi) make all reasonable efforts to assist and cooperate with the Academy in its breach response efforts; and (viii) ensure that knowledgeable EVE staff are available on short notice, if needed, to participate in Academy-initiated meetings and/or conference calls regarding the breach.

U. **Marketing.** EVE may place their brand/logo on Jalen Rose Leadership Academy marketing materials, subject to Board chair approval.

V. **Compliance with the Charter Contract and ESP Requirements.** EVE agrees to perform its duties and responsibilities under this ESP Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Central Michigan University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this ESP Agreement. No provision of this Agreement shall interfere with the Academy Board's constitutional duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

## ARTICLE V:

### OBLIGATIONS OF THE BOARD

A. **Oversight.** The Board is responsible for the governance and oversight of the Academy.

B. **Board Policy Authority.** The 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, or en route to, school, and policies and regulations governing the procurement of supplies, materials, and equipment to be

used at the Academy. The Board shall exercise good faith in considering the recommendations of EVE 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.

C. **Building Facility.** The Board is responsible for the acquisition by either purchase or lease of building facilities that comply with all of the requirements of the Charter Contract and applicable law.

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

E. **Educational Consultants.** The Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of EVE under this Agreement. EVE shall cooperate with the educational consultant or consultants and shall provide those individuals with prompt access to records, facilities, and information as if such requests came directly from the Board. EVE shall have no authority to select, evaluate, assign, supervise, or control any educational consultant employed by the 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 Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

F. **Legal Counsel.** The Board shall select and retain 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 EVE or any EVE owner(s), director(s), officer(s), or employee(s). While the Board's counsel and EVE's counsel may meet and confer on issues, the Board shall not seek direct advisement from EVE's legal counsel.

G. **Audit.** The Board shall select and retain the independent auditor to perform the annual financial audit in accordance with the Charter Contract and applicable state law. The Board and previous management company shall retain full responsibility for managing and completing the Academy audit for academic years for which EVE was not managing the Academy.

H. **Budget.** The Board is responsible for adopting a budget in accordance with the relevant provisions of the Uniform Budgeting and Account Act MCL 141.421, et seq, and asserts that it has adequate resources to fulfill its obligations under the Charter Contract, including, but not limited to, its oversight of EVE, 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 Board's legal counsel and consultants. In addition, the 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 Board.

I. **Academy Funds.** The 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 in the name of the treasurer as an officer of the Academy and in the manner and form prescribed by the Academy Board. Signatories on the Operating Account shall only include Board members. Administrative/view online access to the Operating Account and any other Board controlled accounts shall also be given to Board-designated EVE employees. All interest or investment earnings on deposits shall accrue to the Academy. The Board shall pay its obligations under this Agreement on a consistent and timely basis. No provision of this Agreement shall alter the Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law.

J. **Governmental Immunity.** The Board shall have the sole power to determine when to assert, waive, or not waive its governmental immunity.

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

L. **Board Chair.** The Board Chair shall be responsible for setting the fundraising and donor relations strategies, and shall coordinate with EVE to implement these plans as more fully described in the attached Exhibit C.

M. **Evaluation of EVE.** The Board will evaluate the performance of EVE to provide EVE with an understanding of the Board's view of its performance under this Agreement. All evaluations conducted by the Board or a representative of the Board will be provided to EVE in writing, no later than thirty (30) days following the conclusion of the evaluation. EVE will be provided thirty (30) days to respond to the evaluation in writing, if it wishes to do so. Special evaluations may occur at any time at the discretion of the Board.

## ARTICLE VI:

### FINANCIAL ARRANGEMENT

A. **Academy's Source of Funding.** The major source of funding for the Academy is State School Aid received pursuant to the State School Aid Act, Act 94 of 1979, as amended ("State School Aid"). State School Aid payments are based upon the number of students enrolled in the Academy. The Academy will also receive other payments as may be available from state and federal sources for specific programs and services.

B. **Other Revenue Sources.** In order to supplement and enhance the State School Aid payments and improve the quality of education at the Academy, the Board and EVE, with prior Board approval, shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy and/or EVE shall solicit and receive donations consistent with the mission of the Academy.

2. The Academy and/or EVE may apply for and receive grant money, in the name of the Academy. EVE shall provide advance written notification to the Board of any grant applications it intends to make and whether such grant application was successful or not.
3. To the extent permitted under the Code, EVE may charge fees to students for extra services such as summer programs, after school programs, and athletics, and EVE may charge non-Academy students who participate in such programs.
4. All funds received by EVE or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy.

**C. Compensation for Services.** The Academy shall pay EVE an annual management fee for each school year during the term of this Agreement. The amount of this annual fee shall be twelve percent (12%) of the sum of: (a) all funds the Academy receives directly or indirectly under Paragraph A attributable to the school year during which EVE provides services under this Agreement less amounts retained by the Authorizer, plus (b) all funds that the Academy receives directly or indirectly under Paragraph B (except for individual donations, obtained without the substantial assistance of EVE, that are made to the Academy, student fundraising activities, or donations obtained through the efforts of Operation Graduation, Inc. or Board members). The amount of the annual fee is subject to reduction in a mutually agreeable amount by the Parties in any school year if extenuating circumstances make payment of the entire annual fee inappropriate.

EVE's annual management fee shall be paid in twelve (12) installments, which shall be made on the 15<sup>th</sup> day of the months of July through June for the school year of JRLA during which EVE provides services under this Agreement. EVE 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 that all monthly installment payments must be remitted within thirty (30) days of the original payment date of such monthly installment payment.

Immediately prior to the commencement of this Agreement, EVE will conduct a pre-service, needs assessment for the Academy. The fee for this assessment shall be separate and apart from the annual management fee. Therefore, JRLA shall issue a onetime payment to EVE in the amount of \$66,750.00 (sixty-six thousand seven hundred fifty dollars and zero cents) no later than 14 (fourteen) days after the contract execution date.

- i. Services and deliverables pursuant to the pre-service, needs assessment for the Academy is attached hereto as "Attachment 1".
- ii. The pre-service assessment shall occur on mutually agreeable dates decided between the Parties.

**D. Reasonable Compensation.** EVE's compensation under this Agreement is reasonable compensation for services rendered. EVE's compensation for services under this

Agreement is not based, in whole or in part, on a share of net profits from the operation of the Academy.

E. **Payment of Educational Program Costs.** In addition to the Academy's obligation to reimburse EVE for the compensation of certain EVE employees under Article VII, all costs reasonably incurred in providing the educational programs at the Academy shall be paid by the Academy in accordance with the annual budget approved by the Board. 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, and supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, and marketing and development costs. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy's program, and shall not include any costs for the marketing and development of EVE. The Board shall pay or reimburse EVE monthly for approved fees and expenses upon properly presented documentation and approval by the Board. Reimbursable costs shall be incorporated in the budgets approved by the Board. Each budget shall contain the management fee and reimbursable costs, including but not limited to, those associated with employment EVE's personnel at the Academy. In paying costs on behalf of the Academy, EVE shall not charge any additional amounts or markups.

The Academy Board must be informed of the level of compensation and fringe benefits provided to employees of EVE assigned to the Academy. Any services to be provided by EVE that are included in the annual 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.

The Academy shall not reimburse EVE the costs for the time of EVE's principals, directors, officers, or shareholders in providing services to the Academy. Corporate costs of EVE including costs or expenses of the management and operation of EVE, including its rent and insurance costs shall not be charged to or reimbursed by, the Academy. EVE shall also not receive reimbursement for its costs and/or damages associated with employee litigation against EVE, unless such litigation arises due to actions taken by or at the direction of the Academy or in any situation which the Academy is subject to indemnification obligations.

Any costs reimbursed to EVE 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 EVE.

F. **EVE Costs.** The annual management fee set forth in Article VI, Section C is intended to compensate EVE for all expenses it incurs for the administrative, financial, and management services EVE is required to provide under this Agreement, including, but not limited to, expenses associated with budgeting, accounting, board support, employee recruitment, hiring, and training, and compliance. EVE will provide sufficient professional and non-professional staff in these areas and is responsible for their compensation. The costs to be paid by EVE under this Paragraph do not include payments for personnel provided pursuant to Article VII (A), (D), (E)

and (F) that are to be reimbursed by the Academy under Article VII (B) or educational program costs under Article IV (F).

G. **Other Public School Academies.** The Academy acknowledges that EVE has entered, or will enter into, management agreements with other public/charter school academies. EVE 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. EVE must maintain separate accounts for the receipt of the Academy funds and payment of expenses. Comingling of the Academy funds with EVE funds or funds of other schools is strictly prohibited.

H. **No Other Financial Relationships.** Other than the financial arrangements described in this Agreement, EVE and the Academy shall have no other financial relationships. No lease, promissory notes or other negotiable instruments, lease-purchase agreements, or other financing agreements between the Academy and EVE shall be permitted, and such arrangements are strictly prohibited.

I. **Access to Records and Student Information System.** JRLA shall provide EVE staff access to the Academy's student information system (the "SIS"). EVE shall keep accurate financial records pertaining to its operation of the Academy, together with all the Academy financial records prepared by or in the possession of EVE (the "Records"), and retain all of these records in accordance with applicable state and federal law and the authorizer requirements. Financial, educational, operational, and student records that are now or may in the future come into the possession of EVE remain the Academy's records and are required to be returned by EVE to the Academy upon demand, provided that EVE may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. EVE acknowledges that said records are subject to the provisions of the Michigan Freedom of Information Act. The Parties shall maintain the proper confidentiality of personnel, student, and other records as required by law. All Academy records shall be physically or electronically available, upon 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 the Authorizer's or the public's access to these records under applicable law or the Charter Contract.

J. **Audit Report Information.** EVE will make all of the Academy's financials and other records available to the Academy, the independent auditor selected by the Board, and the Central Michigan University Governor John Engler Center for Charter Schools upon request. EVE staff will fully cooperate with said independent auditor.

K. **Bankruptcy of ESP Principal or Officer.** EVE shall notify the Academy's Board if any principal or officer of EVE, or EVE (including any related organizations or organizations in which a principal or officer of EVE served as a principal or officer) as a corporate entity, has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

L. **Conflict of Interest.** EVE shall have a written conflict of interest policy, a copy of which shall be made available to the Board upon request. EVE shall not execute contracts with any third Parties for services to be provided to or on behalf of the Academy where there is a conflict of interest between EVE and the third party.

M. **Transition Services.** EVE will provide the Academy with reasonable assistance necessary to transition from its current management service company to EVE. This includes, but is not limited to, assistance with financial matters, state, federal and/or Authorizer reporting requirements, and any other mutually agreed upon services. The cost for these transition services shall be covered as part of pre-services fee paid pursuant to Article VI. C.

## ARTICLE VII:

### PERSONNEL AND TRAINING

A. **Personnel Responsibility.** EVE is responsible for providing the Academy with qualified Administrators and teachers, instructional support, pupil support, food service, secretarial, security, and other staff required to operate the Academy within the staffing and compensation levels approved by the Board in its annual budget (the “School Personnel”). EVE shall have the authority to select, evaluate, assign, discipline, transfer, and terminate the employment of all School Personnel, with the exception of the employees directly hire by the Board, if any, consistent with applicable law and the provisions of this Agreement. EVE, in its sole discretion, may use an employee leasing agency (the “Leasing Agency”) to provide the Academy Personnel; such Academy Personnel will be employees of the leasing agency. Payroll costs for Academy Personnel (including wages, salaries, taxes, fringe benefits, unemployment costs, insurance costs, workers compensations costs, and workers compensation costs) will be withdrawn automatically from the Operating Account each pay period. EVE shall make payments to the retirement plan for Academy staff that is approved by the Board. Prior to the first payroll, EVE will provide the Board with a detailed listing of the anticipated compensation and fringe benefit costs for all School Personnel.

For the start of the 2022-2023 academic year only, EVE shall provide offers of employment to all current academic, administrative, and support staff currently assigned to the Academy. All such offers shall provide for compensation that is equal to or greater than that which the employee currently receives and for a benefits package comparable to that which the employee currently receives.

B. **Payroll.** The Board will reimburse EVE for the cost of the salaries, fringe benefits, and social security withholdings of Academy Personnel assigned to the Academy, provided that these costs are not higher than anticipated and approved in the annual budget. EVE accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, worker’s compensation, unemployment compensation and liability insurance for its School Personnel at the Academy or working on Academy operations irrespective of whether EVE receives an advancement of its costs or the payment of services from the Academy. At the request of the Board, EVE will provide payroll services for employees of the Board. All records pertaining to teacher and administrator



certification, as well as a copy of the employee handbook, shall be maintained physically on site or be directly accessible at all the Academy's facilities. Neither EVE, nor the leasing agency shall execute contracts with its staff assigned to the Academy (including by way of example and not limitation, administrators, teachers, counselors and the like) that contain non-compete agreements of any nature.

C. **Criminal Background Checks.** EVE agrees that no individuals shall be assigned to perform any services under this Agreement that has not cleared the requisite criminal background check pursuant to applicable law. As part of its services under this Agreement, EVE will, to the extent permitted by applicable law, be responsible for arranging for criminal background and conduct checks on its employees assigned to the Academy to ensure that the Academy fulfills its responsibilities to: a) conduct criminal background and record checks required by applicable law; and, b) maintain evidence that it has performed such actions.

The Academy reserves the right to refuse EVE's assignment of any individual, agent or employee of EVE to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the Board's judgment, unfitness to perform services under this Agreement.

EVE will also conduct Unprofessional Conduct Disclosure in a manner that mirrors the requirements of Section 1230b of the Code (MCL 380.1230b) that would apply in the event the Academy were hiring the individual.

D. **Academy Leader.** EVE will have the authority, consistent with applicable law, and with input from the Board, to select and supervise the Academy Leader ("Academy Leader") and to hold that individual accountable for the success of the Academy. At the request of the Board, EVE will review the performance of the Academy Leader with the Board. The Academy Leader may be an EVE employee, or an employee of the Leasing Agency. EVE agrees to provide the Board an opportunity to meet with the Academy Leader or review the candidate's qualifications and to prior to placement and to inform the Board in advance prior to taking any action that would alter the employment status of the Academy Leader, including the selection of, hiring, duties, and performance of the Academy Leader. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the Academy Leader, EVE agrees to review the Academy Leader's performance and report its findings to the Board. If EVE concurs with the Board findings and there is no resolution to the problems, EVE will provide a replacement Academy Leader. The Academy Leader shall have an administrator's certificate covering the applicable grade levels of the Academy. The employment agreement with the Academy Leader and the duties and compensation of the Academy Leader shall be determined by EVE, 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 Board. If the Superintendent of EVE is designated as the Academy Leader, the Superintendent need not be assigned to the Academy on a full-time basis.

E. **Teachers.** As part of the annual budgeting process, EVE shall make a recommendation to the 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. EVE

shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The Board, however, shall ultimately decide the number of teachers, the applicable grade levels, and subjects taught at Academy as prescribed in the Charter Contract. Such teachers may, at the discretion of EVE, work at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, such teachers may also work at other schools operated by EVE in the same city. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate or temporary special permit issued by the Michigan Department of Education under the Code, to the extent required under the Code and the Every Student Succeeds Act. Teachers employed by the Leasing Agency shall not be considered teachers for purposes of continuing tenure under applicable law, and shall not be considered employees of the Academy or the Board.

**F. Support Staff.** As part of the annual budgeting process, EVE shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Charter Contract. EVE 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 EVE, work at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, such support staff may also work at other schools operated by EVE in the same city. 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 the Every Student Succeeds Act.

**G. Training.** EVE shall ensure training is provided to the Academy Leader, teachers, and paraprofessionals on a regular and continuing basis and shall insure that Academy Personnel receive all training required by law. The Academy Leader, teachers, paraprofessionals, and other support staff employees shall receive such other training as EVE determines is reasonable and necessary under the circumstances.

## **ARTICLE VIII:**

### **TERMINATION OF AGREEMENT**

**A. 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 III in the event that EVE 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 Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so), or failure to meet or make appropriate progress towards meeting the outcomes stated in Paragraph IV.G. of this Agreement and Schedule 7 of the Contract (which failure is not attributable to the Academy Board), a violation of the Contract or of applicable law and any or any action or inaction by EVE that is not cured within 60 days of notice thereof which causes the Contract to be revoked, terminated, suspended or which

causes the Contract to be put in jeopardy of revocation or suspension by Central Michigan University. In order to terminate this Agreement for cause, the Board is required to provide EVE with written notification of the facts it considers to constitute material breach and the period of time within which EVE has to remedy this breach. If EVE has provided evidence that all identified issues have been substantially cured within the requisite 60 days, the Agreement shall remain in full effect. After the period to remedy the material breach has expired and if EVE has failed to remedy the breach, the Board may terminate this Agreement by providing EVE with written notification of termination.

**B. Termination by EVE for Cause.** This Agreement may be terminated by EVE for cause prior to the end of the term specified in Article III 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 EVE. A material breach by the Academy 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 EVE as required by this Agreement; a failure to give consideration to the recommendations of EVE regarding the operation of the Academy; or violating the Charter Contract or applicable law. In order to terminate this Agreement for cause, EVE is required to provide the 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, EVE may terminate this Agreement by providing the Board with written notification of termination.

**C. Revocation or Termination of Charter Contract.** If the Academy's Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties.

**D. Change in Law.** If any federal, state, or local law, 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 to the other, may request renegotiation of the Agreement. If the Parties are unable or unwilling to renegotiate the terms within ninety (90) days after said notice, the party requesting the renegotiation may terminate this Agreement on one hundred-twenty (120) days further written notice.

**E. School Closure Pursuant to Notice by State School Reform/Redesign Officer.** In the event the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of a School site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to

the Academy, and EVE shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

F. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article IV, the termination will not become effective until the earlier of (i) an approved agreement by the Academy with another ESP (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. In either event, the Academy will continue to pay EVE the management fee through the last date of services rendered.

G. **Rights to Property upon Termination.** Upon termination of this Agreement, anything purchased with state school aid funds (or other School funds) shall remain the exclusive property of the Academy. EVE shall have the right to reclaim any usable property or equipment (including, but not limited to, desks, computers, copying machines, fax machines, and telephones) that were purchased by EVE with EVE funds. Fixtures and building alterations or any kind are the sole property of the Academy.

H. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, EVE shall provide the Academy reasonable assistance for up to ninety (90) days after the effective date of the termination to allow a transition back to a regular school program or to transition to another education service provider. EVE may charge a reasonable fee for such services, which shall be no higher on a per month basis than the average standard monthly fee paid during the regular term of this Agreement. Upon termination or expiration of this Agreement, EVE shall without charge (i) close the financial records on the then-current school year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by the ESP to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

EVE shall complete transition items (ii) through (v) above on or before June 30th of the transition year. EVE shall complete transition item (i) above within a reasonable timeframe from when the school year end financial records are available.

J. **Transition in Event of Breach.** The Board and EVE 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 Board and EVE agree to work cooperatively to transition management and operations of the Academy without disrupting the Academy's operations. EVE shall perform this transition in a similar manner as described under Article VIII, H above. In the event this Agreement is terminated by either party prior to the end of the term specified in Article III, the termination will not become effective until the earlier of (i) an approved agreement by the Academy with another ESP (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked.

## **ARTICLE IX:**

### **PROPRIETARY INFORMATION**

A. **Copyright and Proprietary Information.** All instructional materials, training materials, curriculum, lesson plans, and any other materials developed by EVE, its employees, agents, or subcontractors, or by any individual working for or supervised by EVE, which (i) were directly developed and paid for by the Academy, or (ii) were developed by EVE at the direction of the Board using Academy funds, shall be considered "work made for hire" as such term defined in Section 101 of the Copyright Act, 17 U. S. Code, Section 101 and the Academy shall own all copyright and other proprietary rights to such instructional materials, training materials, curriculum, lesson plans, and any other materials. EVE reserves its right to restrict the Academy's proprietary rights over curriculum or educational materials previously developed or copyrighted by EVE.

B. **Required Disclosure.** EVE acknowledges that educational materials and teaching techniques utilized by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act. The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to the Authorizer and to the Michigan Department of Education, which teaching techniques or methods may thereafter be made available to the public.

## **ARTICLE X:**

### **INDEMNIFICATION**

A. **Indemnification of EVE.** To the extent permitted by law, the Academy shall indemnify and hold EVE (which term for purposes of this Paragraph A, includes EVE's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out 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 Board contained in or made pursuant to this Agreement. In addition, and to the extent permitted by law, the Academy

shall reimburse EVE for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to EVE.

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

**C. Indemnification of the Academy.** EVE shall indemnify and hold the Academy (which term for purposes of this Paragraph C, 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 EVE with any agreements, covenants, warranties, or undertakings of EVE contained in or made pursuant to this Agreement, including any and all employment related claims, demands or suits by EVE employees, former employees or applicants; and any misrepresentation or breach of the representations and warranties of EVE contained in or made pursuant to this Agreement. In addition, EVE shall reimburse the Academy for any and all reasonable legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

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

**E. Indemnification for Negligence.** To the extent permitted by law, the Academy shall indemnify and hold harmless EVE, and EVE's Owners, Board of Directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which EVE may incur and which arise out of the negligence or intentional activity of the Academy's directors, officers, employees, agents, or representatives. EVE shall indemnify and hold harmless the Academy, and the Academy's Board, officers, employees, agents, and representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence or intentional activity of EVE's owner, directors, officers, employees, agents, or representatives.

## ARTICLE XI:

### INSURANCE

A. **Insurance for the Academy.** The Academy shall secure and maintain such policies of insurance as required by the Contract. 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 amounts and on such terms as required by the provisions of the Charter Contract, including the indemnification of EVE required by this Agreement. The Academy shall, upon request, present evidence to EVE that it maintains the requisite insurance in compliance with the provisions of this paragraph. EVE shall comply with any information or reporting requirements applicable to the Academy under its policy with its insurer(s), to the extent practicable. EVE shall assist the Academy in securing and maintaining the foregoing policies of insurance as required by the Contract.

B. **Insurance for EVE.** EVE shall secure and maintain such policies of insurance as required by the Authorizer and the Charter Contract, with the Academy listed as additional insureds. EVE shall maintain such insurance in amounts and on such terms as are reasonably acceptable to the Academy and as required by the provisions of the Charter Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). In the event the University or M.U.S.I.C. requests any change in coverage by ESPs, EVE agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. The ESP's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.

C. EVE shall, upon request, present evidence to the Academy and Authorizer that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to EVE under EVE's policy with its insurer(s), to the extent practicable. Any policy of insurance maintained by EVE must include coverage for sexual molestation or abuse, must name the Academy as an additional insured, and shall not be changed, revoked, or modified absent thirty (30) days' notice to the Authorizer. In the event the Authorizer modifies the level, type, scope, or other aspects of such coverage, then EVE shall undertake like and similar modifications within thirty (30) days of being notified of such change.

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

## ARTICLE XII:

### COMPLIANCE WITH CHARTER CONTRACT

A. **Charter Contract.** The Parties hereby agree to comply with the Charter Contract and the ESP Requirements.

B. **Academy Board Due Diligence.** The Board hereby agrees to perform the necessary due diligence of EVE and provide all information to the Authorizer pursuant to CMU's Educational Service Provider Policies ("ESP Policies"), if any.

C. **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 EVE. The relationship between the Academy and EVE shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Charter Contract and applicable law.

D. **ESP Agreement.** This Agreement is an arms-length, negotiated agreement between an informed Board and EVE. The Board shall not approve this Agreement until all Board members have been given the opportunity to review the Agreement with the Academy's legal counsel. Prior to the Board's approval of this Agreement, the Board shall obtain a legal opinion from its legal counsel, in the form provided in the ESP Policies. The Board shall only approve this Agreement with a formal vote at a public board meeting. Prior to the Board's vote on this Agreement, the Board shall provide an opportunity for public comment on this Agreement.

E. **Information Reporting.** EVE 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, attachments, and the like, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Charter Contract. EVE shall make information available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its transparency reporting under the Charter Contract, and also at least the information that a school district is required to disclose under applicable law for the most recent fiscal year for which that information is available.

### ARTICLE XIII:

#### MISCELLANEOUS

A. **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.

B. **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 EVE:  
Earl Martin Phalen, CEO  
1001 Marina Drive Apt. #410  
Quincy, MA 02171

**And a copy to EVE's counsel:**

Nicole J. Scott, Esq.  
4914 Cooper Road #42634  
Blue Ash, OH 45242

If to Academy:  
Jalen Rose Leadership Academy  
Attn: Board President  
15000 Trojan Street  
Detroit, MI 48235

**And a copy to Board's Attorney:**

Shifman & Carlson, P.C.  
Attn: Nicholas Kovach, Esq.  
34705 W. 12 Mile, Rd. Suite 160  
Farmington Hills, MI 48126  
nkovach@shifmancarlsonlaw.com

C. **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.

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

E. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the services provided and to the compensation for such services by the Parties. Any modification to this Agreement must be made in writing, approved by the Board and EVE, and signed by a duly authorized officer of each.

F. **Amendments and Modifications.** The Board must submit any and all amendments or modifications of this Agreement to the Authorizer not less than 45 days prior to the Board's approval of such amendments or modifications. No amendment or modification of this Agreement shall be effective unless and until the Authorizer has notified the Academy in writing that it does not disapprove of the modification.

G. **Non-Waiver.** A failure of a party in exercising any right, power, or privilege under this Agreement shall not 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 either party may otherwise have.

H. **Survival of Certain Provisions.** All representations, warranties, indemnities, and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

I. **Assignment.** EVE may not assign this Agreement without the prior written approval of the Board and prior written notification to Authorizers. Any assignment must be done in a manner consistent with the CMU's ESP Policies.

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

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

L. **Compliance with Law.** The Parties agree to comply with all applicable laws and regulations in their performance of this Agreement.

M. **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. Such an arbitration procedure shall be the sole and exclusive remedy for such matters; provided that, nothing in this paragraph shall bar a party from seeking temporary, preliminary, or permanent injunctive relief from a court of competent jurisdiction in emergency circumstances including but not limited to the revocation of the Charter Contract. The parties agree that the arbitrability of those circumstances governed by the preceding provision may be decided by a court of competent jurisdiction. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association seated in Wayne County, Michigan, and 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. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction and shall be binding upon the Parties. Any such judgment shall require a cause opinion as to the final decision and shall be made available to the Authorizer upon request. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitrator to award reasonable attorney fees to the prevailing party, to be paid by the losing party, if awarded.

N. **Modification to Conform to Changed CMU Policies.** The parties intend that this Agreement shall comply with CMU's ESP 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 Parties have executed this Agreement as of the day and year first above written.

**ENTREPRENEURIAL VENTURES IN EDUCATION, INC.**

By: Earl Martin Phalen

Earl Martin. Phalen, CEO

Dated: 08/26/2022

**Jalen Rose Leadership Academy**

By: Leigh Chandler

Leigh Chandler, Authorized Agent

Dated: 08/26/2022

## **EXHIBIT A**

The purpose of this Exhibit A is to set forth and define the services to be provided by EVE pursuant to the Educational Service Provider Agreement.

### **PART ONE**

#### **EDUCATIONAL MANAGEMENT SERVICES**

Except as otherwise provided in this Agreement, EVE shall be responsible for all of the management, operation, administration and education at the Academy, which includes, but is not limited to, all of the following obligations:

1. EVE shall implement and administer the Educational Program as defined in the Charter Contract, including administration of any and all extra-curricular and co-curricular activities and programs, and shall be responsible for recommending and acquiring instructional materials approved by the Board, equipment and supplies. Modification of the Educational Program may only occur with the prior written consent of the Board and, if required, an amendment to the Contract that requires Authorizer approval.

2. EVE may perform functions other than instruction, including but not limited to purchasing, professional development, management of Academy facilities, and administrative functions off-site (i.e., not on the Academy property), unless prohibited by the Contract or applicable laws. Student records, which are the property of the Academy, shall be maintained by EVE at the Academy's site. All financial, educational, and student records pertaining to the Academy are Academy property and all such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. All records shall be kept in accordance with applicable state and federal requirements.

3. Although the Board shall be responsible for establishing and implementing recruitment admission policies in accordance with the Educational Program and the Contract, EVE shall enroll students for the Academy in accordance with such policies provided that said policies are in compliance with the Contract and applicable laws.

4. EVE shall provide student due process hearings in compliance with all applicable laws, to an extent consistent with the Academy's own obligations as to students only (and not as to faculty). The Board hereby retains the right to provide due process hearings or other processes regarding students, as required by law.

5. EVE shall administer and provide the Educational Program in a manner that shall meet the requirements imposed under the Contract and applicable law.

6. EVE shall implement pupil performance evaluations consistent with the Educational Program and the Contract. EVE shall be responsible for and accountable to the Board for the performance of students who attend the Academy. At a minimum, EVE shall utilize assessment strategies required by the Contract. The Academy and EVE shall cooperate in good faith to identify other measures of and goals for students and school performance.

7. EVE shall plan and supervise special education services to students who attend the Academy. EVE may subcontract these services if it determines that it is necessary and appropriate for the provision of services to students with special needs. Such services shall be provided in a manner that complies with the Contract and all applicable laws.

8. EVE shall perform any function necessary or expedient for the administration of the Academy consistent with the Educational Program, the Contract, and ESP Policies.

10. EVE shall not act in a manner that shall cause the Academy to be in breach of its Contract with the Authorizer.

11. EVE shall provide information to the Board and/or the Board chairperson on a regular basis, or upon the Board's reasonable request, to enable the Board to monitor EVE's performance under this Agreement. The Board and EVE shall jointly agree on the necessary level of communication.

12. EVE shall assist the Board with the Charter Contract renewal process, including documentation submissions and reporting to CMU.

## **PART TWO**

### **BUSINESS/FINANCE SERVICES**

1. EVE shall be directly accountable to the Board for the administration, operation and performance of the Academy in accordance with the Contract. EVE's obligation to provide the Services is expressly limited by the budget approved by the Board pursuant to the terms of this Agreement. The services shall be funded by the Academy budget, and neither EVE nor the Academy shall be permitted to expend Academy funds on the services in excess of the amount set forth in the Academy's Budget.

2. In order to supplement and enhance the school aid payments received from the State of Michigan, and improve the quality of education at the Academy, EVE shall assist the Academy's endeavors to obtain revenue from other sources (the "Funding Sources"), and in this regard:

a. The Academy and/or EVE, with prior Board notification, may solicit and receive grants and donations in the name of the Academy from various Funding Sources consistent with the mission of the Academy;

b. To the extent permitted under the Code and Contract, EVE or the Academy may charge fees to students for extra services, such as summer and after-school programs, athletics, etc., and charge non-Academy students who participate in such programs.

3. EVE shall provide the Board with:

a. 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 reasonably satisfactory to the Board and to CMU. The budget shall contain object level detail and comply with public accounting standards applicable to public schools and public school academies in Michigan. 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 Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to CMU. EVE may not make deviations from the approved budget without the prior approval of the Board, although the budget may be amended from time-to-time as necessary with the Board's approval;

b. On not less than a monthly basis, EVE shall provide the Board with monthly financial statements not more than forty-five (45) days in arrears. Financial statements shall include a balance sheet, cash flow statement and statement of revenue, expenditures and changes in fund balance, 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 Board. A written report will be supplied to the finance committee, which shall outline variances over 10% from the approved budget and shall contain recommendations for necessary budget corrections. EVE shall work to alert the finance committee to forecasted variances from the budget as soon as they are reasonably anticipated. EVE shall provide special reports upon request to keep the Board informed of changing conditions;

c. Assistance in facilitating the annual audit in compliance with applicable laws showing the manner in which funds are spent at the Academy, however, it is acknowledged that only the Board shall select and retain independent auditors and the Board shall contract directly with any auditor of its choice, and EVE shall cooperate with the production of any and all documents necessary for the audit; any such audit shall be the property of the Academy. All finance and other records of EVE related to the Academy necessary for conducting the audit will be made available to the Academy, the Academy's independent auditor and CMU upon request;

d. Assistance with other aspects of the business administration (as determined and as generally understood in the industry) of the Academy as agreed between EVE and the Board.

### **PART THREE**

#### **HUMAN RESOURCES SERVICES**

1. EVE shall be responsible for all personnel functions.
2. As set forth in the Agreement, EVE shall identify and appoint School Leader to administer the Educational Program at the Academy. The School Leader shall be an employee of EVE.
3. EVE shall provide the Academy with teachers, certified (or with requisite provisional licenses) in the applicable grade levels and subjects approved by the Board and consistent with the Contract. EVE shall ensure that the curriculum taught by the Academy's teachers is the curriculum set forth in the Contract. Such teachers may also provide instruction at the Academy on a full or part time basis. If assigned to the Academy on a part-time basis, such teachers may also provide instruction at another institution, or other locations approved by EVE. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate or provisional certificate issued by the State Board of Education under the Code, to the extent required under the Code and all other requirements as established by the Michigan Department of Education, the Authorizer, and state and federal law.
4. EVE shall provide the Academy with qualified and necessary support staff as required. The parties anticipate that such support staff may include clerical staff, administrative assistants and director, bookkeeping staff, maintenance personnel, and the like. Such support staff may, in the discretion of EVE, provide services at the Academy on a full or part time basis. If assigned to the Academy on a part-time basis, said support staff may also provide services at another institution, or other locations approved by EVE.
5. Since, except as specified in this Agreement, all teaching, support staff and other non-teaching personnel performing functions on behalf of the Academy, shall be employees of EVE, compensation of all employees of EVE shall be paid by EVE. Evaluation and compensation systems administered by EVE shall comply with all applicable laws, including Sections 1249 and 1250 of the Code. EVE shall pay its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to the Academy. Unless required by applicable laws, EVE shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees.

## **PART FOUR**

### **COMPLIANCE SERVICES**

1. EVE shall, within the scope of its delegated authority and power, complete all compliance requirements of the Authorizer, including making all necessary compliance submissions to Epicenter and to the State of Michigan. However, EVE shall not be responsible for the Academy's failure to meet compliance requirements due to the actions or inactions of the Board or any third party hired by the Board, including other contractors, agents, or employees.

2. EVE shall provide services for preparation of the monthly and special Board meetings, such as preparing agendas and meeting notices, providing necessary staff to record and distribute the meeting minutes of the Board's meetings, and posting and archiving all relevant Board meeting materials.

2. EVE will manage activities associated with the schools' food service programs and pupil accounting including Count Day and student enrollment.



**EXHIBIT B**

To be agreed upon by the parties at a future date.

**EXHIBIT C**

To be agreed upon by the parties at a future date.



Completed Document Audit Report  
Completed with SignWell.com

Title: JRLA EVE ESP Agreement - Final for Execution







Document ID: 193b0324-f00e-445f-9384-3b9652059fde

Files

JRLA EVE ESP Agreement - Final for Execution.docx

Aug 26, 2022 13:33:09 UTC

Activity

 <b>Shifman &amp; Carlson, P.C.</b> IP: 24.247.249.183	created the document	Aug 26, 2022 13:34:41 UTC
 <b>Shifman &amp; Carlson, P.C.</b> IP: 24.247.249.183	sent the document to emphalen@summeradvantage.org and leighc@strikegroup.org	Aug 26, 2022 13:36:22 UTC
 <b>Earl Martin Phalen</b> IP: 73.253.192.222	first viewed document	Aug 26, 2022 14:18:22 UTC
 <b>Earl Martin Phalen</b> IP: 73.253.192.222	signed the document	Aug 26, 2022 14:18:59 UTC
 <b>Leigh Chandler</b> IP: 172.58.160.65	first viewed document	Aug 26, 2022 15:56:17 UTC
 <b>Leigh Chandler</b> IP: 12.149.254.34	signed the document	Aug 26, 2022 22:05:13 UTC

**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

Discharge of Mortgage ..... 6-7

Certificates of Use and Occupancy ..... 6-10

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 Jalen Rose Leadership Academy (the "Academy") is as follows:

Address: 15000 Trojan  
Detroit, MI 48235

Description: The two-acre Site includes a two-story facility of approximately 30,000 square feet that has a 7,470 square foot, one-story modular unit attached. The two-story facility has a concrete frame, block walls and a brick façade. Included within this facility and attached modular unit are 18 classrooms, 15 restrooms, a kitchen, gymnasium, warm-up room, locker room, auditorium with a stage, a conference room, a teachers' lounge, mechanical room, office space and storage areas.

Configuration of Grade Levels: Ninth through Twelfth Grades.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Detroit Public Schools Community District  
ISD: Wayne RESA

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.

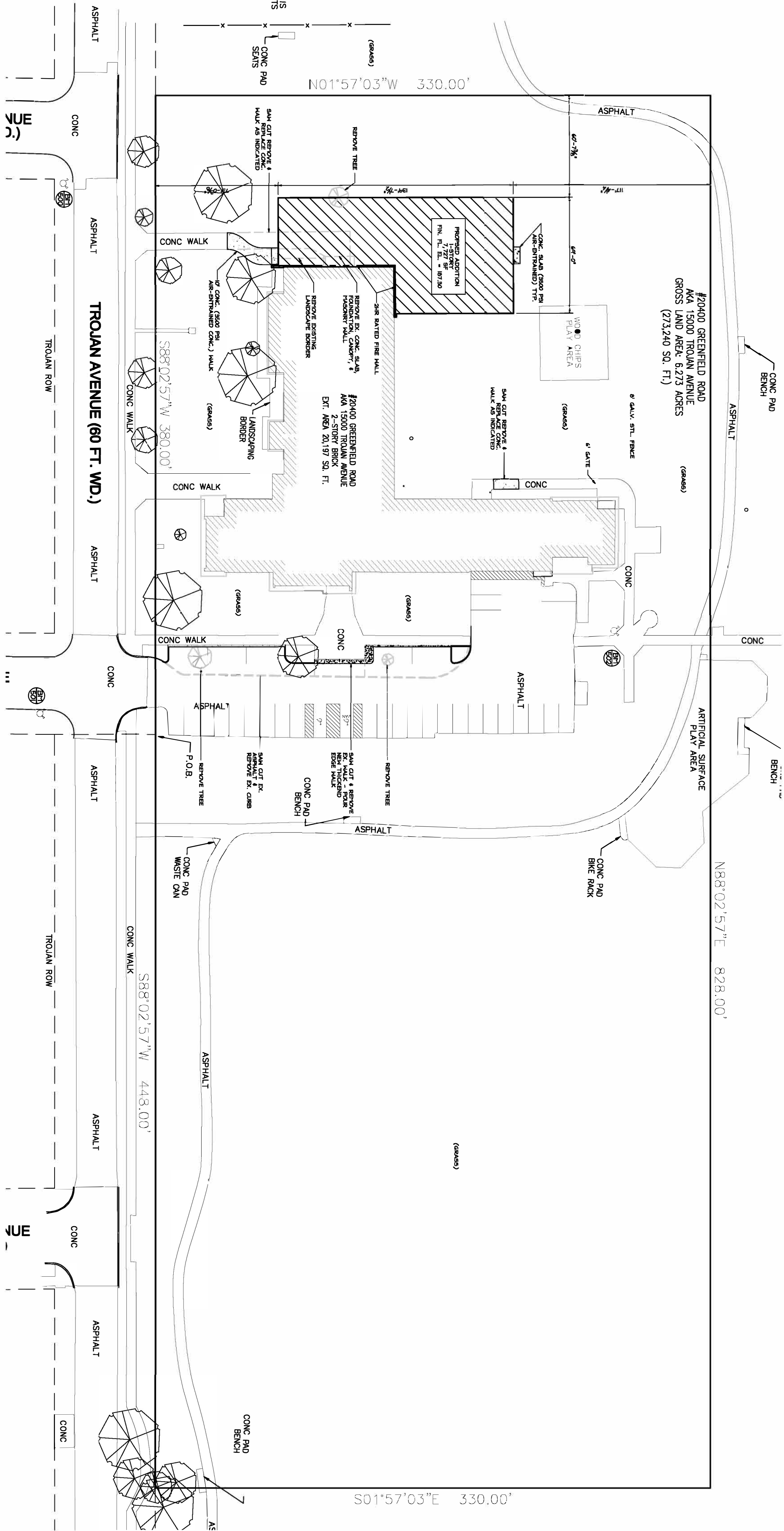
- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

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.

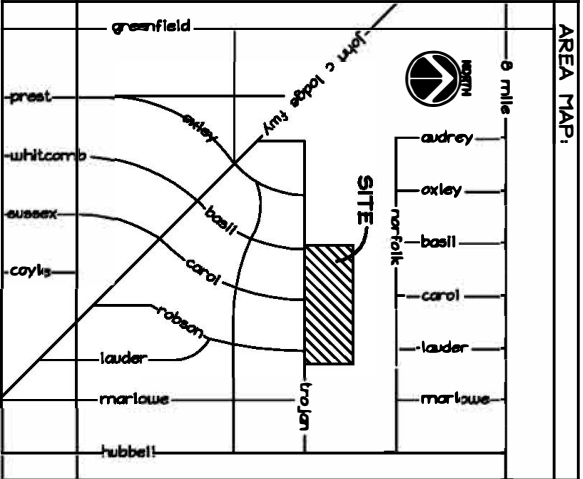


SITE PLAN

SCALE: 1" = 40'-0"



BUILDING DATA	
ALLOWABLE AREA - BUREAU OF FIRE SERVICES (BFS)	15,000 SQ. FT.
SPRINKLER INSTALLATION	200X FOR 1 & 2-STORY BUILDINGS
TOTAL ALLOWABLE AREA	14,400 SQ. FT.
ADDITIONAL AREA - BUREAU OF CONSTRUCTION (BCC)	1,600 SQ. FT.
SPRINKLER INSTALLATION	300X FOR NO MORE THAN 1-STORY ABOVE GRADE
ADDITIONAL AREA	1,600 SQ. FT.
CONSTRUCTION TYPE	EXISTING - 10000 BCC - 18000 ADDITION - 50
USE GROUP	EDUCATIONAL GROUP E
THE PROPOSED ADDITION WILL BE FULLY PROTECTED BY A AUTOMATIC SPRINKLER SYSTEM AND FIRE ALARM SYSTEMS LOCATED IN THE EXISTING BUILDING.	
LEGAL DESCRIPTION	
LAND ON THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN, BEING PART OF THE 15000 GREENFIELD ROAD, 15000 TROJAN AVENUE, 273240 SQ. FT. (6.273 ACRES), BEG. AT THE INTERSECTION OF THE NORTHERLY LINE OF TROJAN AVENUE (60 FEET WIDE) AND THE NORTHERLY PERPENDICULAR EXTENSION OF THE EASTERLY LINE OF CAROL AVENUE (60 FEET WIDE);	
THENCE SOUTH 88 DEGREES 57 MINUTES 57 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID TROJAN AVENUE 57 FEET;	
THENCE NORTH 88 DEGREES 57 MINUTES 57 SECONDS EAST 620.00 FEET;	
THENCE SOUTH 88 DEGREES 57 MINUTES 57 SECONDS EAST 350.00 FEET TO THE	
THENCE SOUTH 88 DEGREES 57 MINUTES 57 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID TROJAN AVENUE 440.00 FEET TO THE POINT OF BEGINNING;	
CONTAINING 6.273 ACRES (273,240 SQUARE FEET) MORE OR LESS;	
SUBJECT TO ANY AND ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD OR OTHERWISE.	
SITE DATA	
ZONING	R-1 SINGLE FAMILY RESIDENTIAL
ADDITIONAL SITE COVERAGE	2,640 SQ. FT. (6.273 ACRES)
SET BACK - NO CLOSER TO THE PROPERTY LINE THAN THE HEIGHT OF THE BUILDING:	
FRONT	14'-0" REQUIRED
REAR	72'-0" PROVIDED
BACK	14'-0" REQUIRED
SIDE	107'-0" PROVIDED
FLOOD NOTE: IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM, EXAMINATION OF THE NAD 83 DATUM INDICATES SUBJECT PROPERTY LIES WITHIN ZONE C (AREA OF FREQUENT FLOODING);	
UTILITY INFORMATION: AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF UTILITIES. THE CITY OF DETROIT HAS PROVIDED A UTILITY MAP OF THE CITY OF DETROIT, WHICH IS A RECORD MAP. NO GUARANTEE IS GIVEN IN RELAY TO THE COMPLETENESS OR ACCURACY OF THE UTILITY MAP. THE CITY OF DETROIT HAS PROVIDED A UTILITY MAP OF THE CITY OF DETROIT, WHICH IS A RECORD MAP. NO GUARANTEE IS GIVEN IN RELAY TO THE COMPLETENESS OR ACCURACY OF THE UTILITY MAP.	
THE JALEN ROSE LEADERSHIP ACADEMY (JRLA) IS AN EXISTING CHARTER HIGH SCHOOL OPERATING WITHIN THE CITY OF DETROIT AND IS AUTHORIZED BY CENTRAL MICHIGAN UNIVERSITY TO OPERATE AS A CHARTER SCHOOL. THE JRLA IS CURRENTLY UNDERGOING RENOVATIONS TO THE EXISTING SCHOOL BUILDING. THE ADDITION WILL BE OF TROJAN CONSTRUCTION, INSTALLED PERMANENTLY, AND THE FACADE WILL BE FINISHED TO COMPLEMENT THE EXISTING TROJAN FACADE.	
PROJECT DESCRIPTION	
PARKING DATA:	
HIGH SCHOOL PARKING: 1 SPACE PER EMPLOYEE PLUS 1 SPACE PER 10 STUDENTS	
BUS PARKING: 1 SPACE PER 10 BUSES	
BUS STOP: 1 SPACE PER 10 STUDENTS	
BICYCLE AND BIPOD OFF: 1 SPACE PER 50 STUDENTS	
BICYCLE PARKING: 10 BICYCLE SPACES REQUIRED	
BICYCLE PARKING: 10 BICYCLE SPACES REQUIRED	
BENCHMARK LIST	
BM1: ARCHA ON HYDRANT AT SOUTHEAST CORNER OF TROJAN AND BASIL.	ELEVATION = 87.760
BM2: ARCHA ON HYDRANT AT SOUTHEAST CORNER OF TROJAN AND CAROL.	ELEVATION = 86.720
BM3: ARCHA ON HYDRANT IN SCHOOLYARD 27 FT. N OF THE N EDE OF ASPHALT.	ELEVATION = 86.130
SHEET INDEX	
C-1	SITE PLAN
C-2	FOUNDATION PLAN
C-3	SECTION
A-1a	ARCHITECTURAL: EXTERIOR ELEVATIONS
A-1b	ARCHITECTURAL: INTERIOR ELEVATIONS
A-2	ARCHITECTURAL: INTERIOR SECTION
A-3	ARCHITECTURAL: INTERIOR SECTION
A-4	ARCHITECTURAL: INTERIOR SECTION
A-5	ARCHITECTURAL: INTERIOR SECTION
A-6	ARCHITECTURAL: INTERIOR SECTION
A-7	ARCHITECTURAL: INTERIOR SECTION
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A-99	ARCHITECTURAL: INTERIOR SECTION
A-100	ARCHITECTURAL: INTERIOR SECTION



GREAT LAKES  
GEOMATICS, LLC  
PROFESSIONAL SURVEYING & LAND BOUNDARIES

PRELIMINARY  
NOT FOR CONSTRUCTION

PROJECT NO.  
3255

SHEET NUMBER  
C-1

ISSUE DATE:  
4/23/2013 10:45:03 AM

DOCUMENT DATE INFORMATION

PROJECT DATE: 12/02/12  
OWNER APPROVAL: N/A  
PERMITS DATE: 01/09/13 BCC & BFS  
BIDS DATE: N/A  
CONSTRUCTION DATE: N/A

JALEN ROSE LEADERSHIP ACADEMY  
HIGH SCHOOL CLASSROOM ADDITION  
15000 TROJAN AVE., DETROIT, MI 48235

SITE PLAN

SCALE: 1" = 40'-0"

STEVENSON ARCHITECTS

ARCHITECTURE CONSTRUCTION MANAGEMENT

209 Huron Avenue  
Port Huron, Michigan 48060  
(810) 987-3755 (810) 987-3701 FAX

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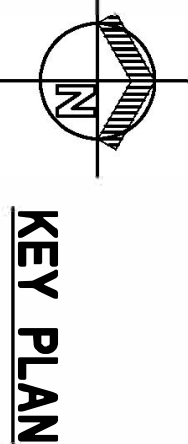
Jalen Rose Leadership Academy



JALEN ROSE LEADERSHIP ACADEMY  
FIRST FLOOR PLAN

DRAWN BY: JALEN ROSE LEADERSHIP ACADEMY CHECKED BY: 2/10/2010		COMM. NO.: - DATE: DECEMBER 1, 2010	
		REVISIONS NO.	DATE

FANNING HOWEY  
248.848.0123 www.fhai.com



DESIGN DEVELOPMENT DOCUMENTS  
JALEN ROSE  
LEADERSHIP ACADEMY  
EXPANSION AND REMODELING  
DETROIT, MICHIGAN

COPYRIGHT 2010 BY FANNING/HOWEY ASSOCIATES, INC.	

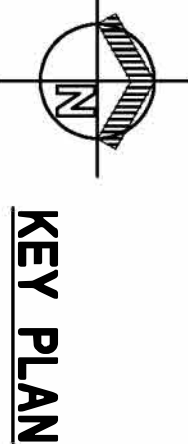




JALEN ROSE LEADERSHIP ACADEMY  
SECOND FLOOR PLAN

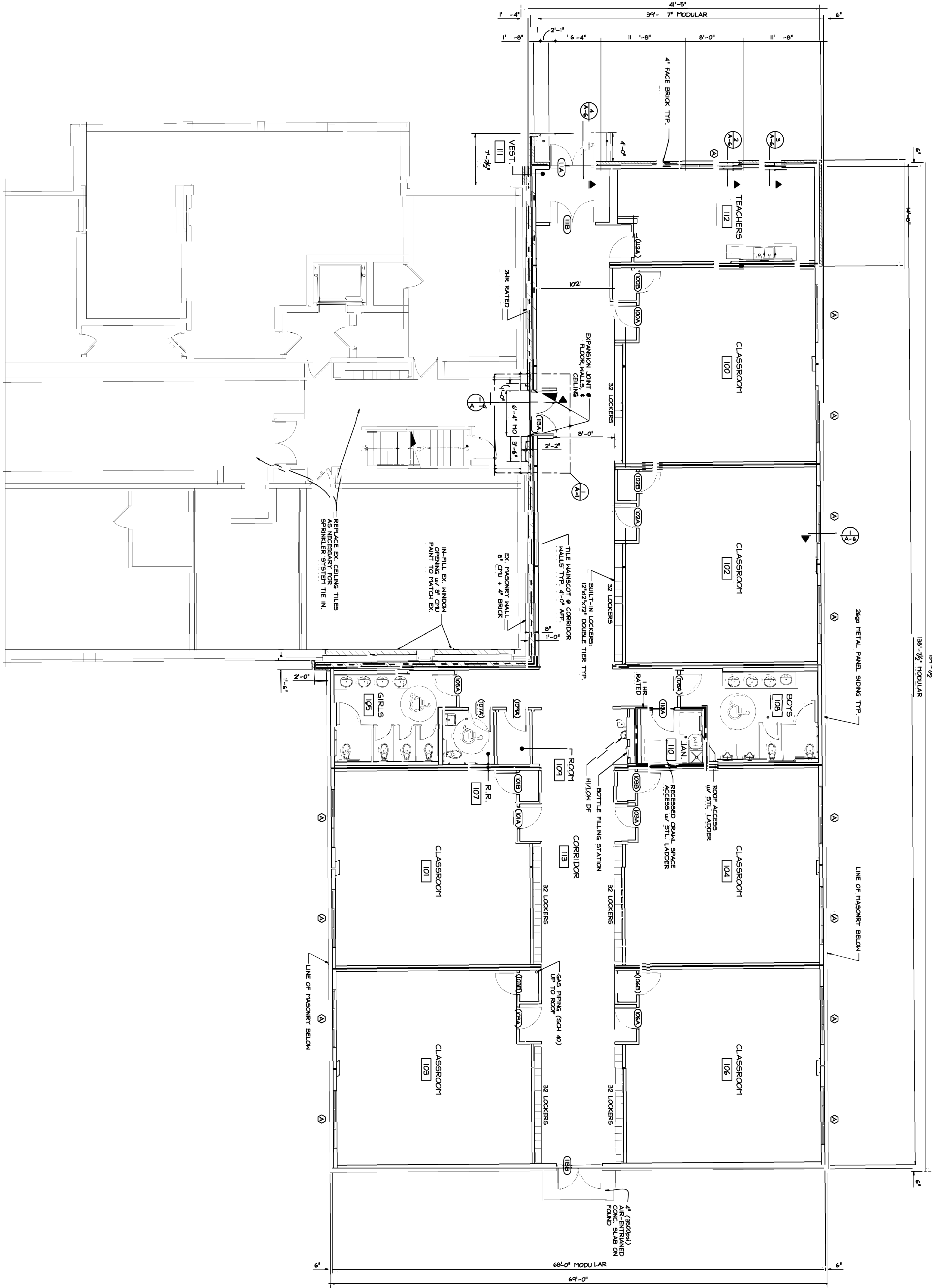
JALEN ROSE LEADERSHIP ACADEMY 21010200	
DRAWN BY:	COMM. NO.: -
CHECKED BY:	DATE: DECEMBER 1, 2010
	REVISIONS NO. DATE

FANNING HOWEY  
248.848.0123 www.fhai.com

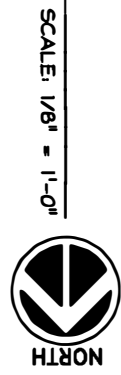


DESIGN DEVELOPMENT DOCUMENTS  
JALEN ROSE  
LEADERSHIP ACADEMY  
EXPANSION AND REMODELING  
DETROIT, MICHIGAN

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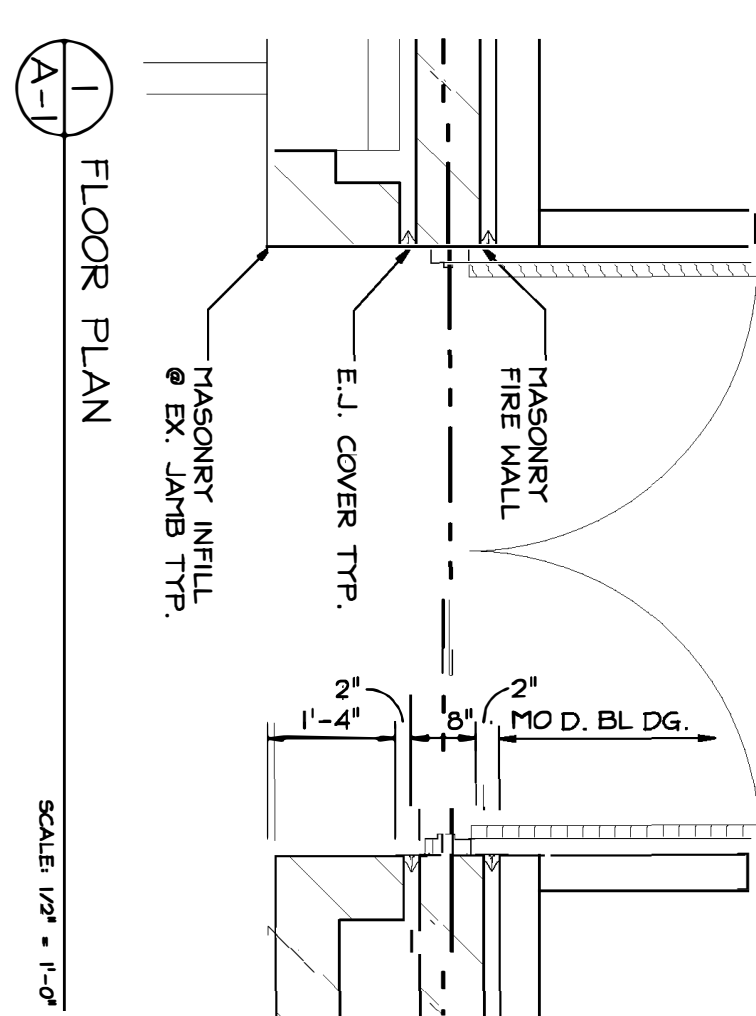


FLOOR PLAN

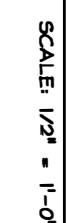


TYPICAL WALL TYPES	
	EXTERIOR WALL PARTITION (MODULAR + SITE BUILT): 3/4" RIGID INSULATION @ 2x6 STUD FRAMING @ 16" O.C. + 1/2" GYP. BD. w/ R-14 FSK FIBERGLASS BATT INSULATION. WALL THICKNESS: 1'-1"
	EXTERIOR WALL PARTITION (MODULAR + SITE BUILT): 3/4" METAL PANEL + 3/4" RIGID INSULATION ON 2x6 STUD FRAMING @ 16" O.C. + 1/2" GYP. BD. w/ R-14 FSK FIBERGLASS BATT INSULATION. WALL THICKNESS: 4"
	SINGLE-PARTITE MASONRY WALL (CANTEEN BUILDING): 7 1/2" OR 11 1/2" CMU WALL (SEE PLAN FOR WALL THICKNESS). FIRE RATING: SEE PLAN
	TALL-PARTITE MASONRY WALL (CANTEEN BUILDING): 3 1/2" FACE BRICK + 3 1/2" AIR SPACE + 7 1/2" CMU + 2 1/2" AIR SPACE + 3 1/2" FACE BRICK. WALL THICKNESS: 1'-0"
	INTERIOR WALL PARTITION (MODULAR): 1/2" GYP. BD. + 3/4" MOOD STUD FRAMING @ 16" O.C. + 1/2" GYP. BD. w/ R-14 UNFACED FIBERGLASS BATT INSULATION FOR SOUND ABSORPTION. WALL THICKNESS: 4"
	INTERIOR WALL PARTITION (MODULAR): 1/2" GYP. BD. + 3/4" MOOD STUD FRAMING @ 16" O.C. + 1/2" GYP. BD. w/ R-14 UNFACED FIBERGLASS BATT INSULATION FOR SOUND ABSORPTION. WALL THICKNESS: 4"
CEILING TYPES	
	CEILING PARTITION (CANTEEN): 2 LAYERS 5/8" TYPE 'C' GYP. BD. + 3/4" (2x6) HTL. STUD FRAMING @ 24" O.C. + 2 LAYERS 5/8" TYPE 'C' GYP. BD. FALL THICKNESS: 3 1/2"
	CEILING PARTITION (MODULAR): 3/4" TYPE 'C' GYP. BD. + 3/4" (2x6) HTL. STUD FRAMING @ 24" O.C. + 3/4" TYPE 'C' GYP. BD. FIRE RATING: 1 HOUR (UL 1494) FALL THICKNESS: 3"

NOTES:  
+ + RATED CEILING ASSEMBLY WHEN WALL ASSEMBLY IS INSTALLED AS A CEILING PER THE STATE OF MICHIGAN DIVISION OF FIRE SERVICES.



FLOOR PLAN



PRELIMINARY  
NOT FOR CONSTRUCTION

PROJECT NO.  
3255

SHEET NUMBER  
A-1

FLOOR  
4/23/2013 10:45:01 AM

DOCUMENT DATE INFORMATION	
PROJECT DATE:	12/02/12
OWNER APPROVAL:	N/A
PERMITS DATE:	01/09/13 BCC & BPS
BIDS DATE:	N/A
CONSTRUCTION DATE:	N/A

JALEN ROSE LEADERSHIP ACADEMY  
HIGH SCHOOL CLASSROOM ADDITION

15000 TROJAN AVE., DETROIT, MI 48235

FLOOR PLAN

SCALE 1/8" = 1'-0"

STEVENS ARCHITECTS

ARCHITECTURE CONSTRUCTION MANAGEMENT

209 Huron Avenue  
Port Huron, Michigan 48060  
(810) 987-3755 (810) 987-3701 FAX

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### **DISCHARGE OF MORTGAGE**


Know all Men by These Presents, that IFF, an Illinois not for profit corporation (“**Mortgagee**”), with an address of 333 S. Wabash Avenue, Suite 2800, Chicago, Illinois 60604, does hereby certify that a certain Mortgage dated January 25, 2017, made and executed by Jalen Rose Leadership Academy, of the first part (“**Mortgagor**”), to Mortgagee, and recorded in the Register's Office for the County of Wayne and State of Michigan in Liber 53500, on page 226 on the 1<sup>st</sup> day of February, 2017, is fully paid, satisfied and discharged. The recorder is hereby authorized to release and discharge same of record.

Said mortgage was recorded on the property described on **Exhibit A** attached hereto.

[Signature Appears on Following Page]

Dated this 22 JANUARY, 2024.


IFF, an Illinois not for profit corporation

  
By: Dana Lieberman  
Its: SVP

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 22 day of JANUARY 2024, by, DANA LIEBERMAN who is the SVP of IFF, an Illinois not for profit corporation, on behalf of said corporation.



  
Notary Public, COOK County  
Acting in the County of Cook  
My Commission Expires: 11/19/2025

**This instrument was prepared by:**

Alicja Sacha  
IFF  
333 S. Wabash Ave., Suite 2800  
Chicago, IL 60604

**After recording return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit A**

**Legal Description**

All that part of Northwest 1/4 of Section 6, Town 1 South, Range 11 East, described as follows: Beginning at a point in the North line of Trojan Avenue, 60 feet wide, as now established, said point being the intersection of North line of Trojan Avenue with the East line of Carol Ave, 60 feet wide, as now established, if extended Northerly; thence along the North line of Trojan Avenue, South 88 degrees 02 minutes 57 seconds West 350 feet to a point; thence North 01 degrees 57 minutes 03 seconds West 300 feet; thence North 88 degrees 02 minutes 57 seconds East 350 feet; thence South 01 degrees 57 minutes 03 seconds East 300 feet to the point of beginning.

20400 Greenfield aka 15000 Trojan, Detroit, County of Wayne, MI

Tax I.D. No.: 050419.004L Ward 22

# **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: B032101  
Jalen Rose Leadership Academy  
15000 Trojan Avenue  
Detroit, Michigan  
Wayne County**

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

**THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 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**

**October 3, 2011**

# **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. B034907  
Jalen Rose Leadership Academy  
15000 Trojan Street  
Detroit, Michigan  
Wayne County**

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

**THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 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**

**November 8, 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: Post-Secondary Readiness: Grades 9-11

The 'on-track' towards college readiness rates of all students in grades 9-11 will be assessed using the following measures and targets.

Indicator	Measure	Metric	Target
<b>Career and College Readiness (CCR) Standard:</b>	The percentage of full academic year students meeting or surpassing the current career and college readiness benchmarks on the SAT (grade 11) in Evidence-Based Reading and Writing (EBRW) and Math.	For Math & EBRW, distribution (which will be in the form of percentages):  Exceeds: % CCR > state average by 20% or more Meets: School % CCR – State Average $\geq 0\% \leq 20\%$ Approaching: School % CCR – State Average $< 0\% \geq -20\%$ Does Not Meet: School % CCR – State Average $< -20\%$	EBRW: Current State Average Math: Current State Average
<b>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:</b>			
<b>Trend Over-Time:</b>	The percentage of full academic year students meeting or surpassing the current career and college readiness benchmarks on the SAT (grade 11) in EBRW and Math 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%
<b>High School Growth:</b>	The percentage of students meeting or surpassing the expected growth between College Board (PSAT/SAT) assessments from spring to spring.	For Math & EBRW, 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%
<b>Comparative Career &amp; College Readiness:</b>	The percentage of students meeting or surpassing the current career & college readiness benchmarks on the SAT (grade 11) will surpass the school's Composite Resident District 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%
<b>Comparative Graduation Rate:</b>	The 4-year graduation rate for students at the academy will meet or surpass the school's Composite Resident District's 4-year graduation rate.	Portfolio Distribution (which will be in the form of -x to +x):  Exceeds $\geq 10.0\%$ Meets $\geq 0.0\%$ Does not meet $< 0.0\%$	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**

Jalen Rose Leadership Academy (“Academy”) will empower all students to develop the strength of character, skills and knowledge needed to matriculate, be great in and graduate from college or other post-secondary program so that they have opportunities to be successful in the competitive world and to take care of themselves and the people that they love.

### **Vision Statement**

By tapping into the intrinsic powers of respect, discipline and hard work, scholars will unleash the transformative powers of learning to manifest a better fate for themselves and the people that they love.

### **Values**

#### *Respect*

*The power of respect: I find success through empathy and integrity*

All relationships begin with respect. Administrators and teachers, teachers and scholars, scholars and families, and all relationships therein practice the value of respect. From the beginning, through the middle, and to the end, respect is the foundation for discipline and learning.

#### *Determination*

*The power of determination: I have the will to succeed*

As Malcolm Gladwell’s *Outliers* argues, the equation for success is as simple as combining opportunity and hard work. Academy scholars are given the opportunity to succeed. The Academy paves a path for scholars to succeed. Scholars simply need the will to stand up and walk the path, the persistence to stand up when they fall down, the grit to walk again when broken and the diligence to always go forward. Together, this will, persistence, and grit lead to the determination to succeed.

#### *Excellence:*

*The power of excellence: I must take ownership in my learning to succeed*

In order to achieve the mission, each scholar must seek and demonstrate excellence in all aspects of their life. For a student, excellence must guide each action from the classroom to the practice field, to community service, to completing assignments to the best of their ability with fidelity. Accomplishing the mission will never be easy, but excellent practice will lead to habits of excellence and thus excellent results.

#### *Family*

*The power of family: I succeed when we all succeed*

In order for the Academy and individuals to meet the mission, leadership, staff, scholars and parents must all work together and support each other. The mission is not easy; however, it is worth

it and can only be manifested through all adults and scholars positively supporting each other toward the Academy goals and mission.

### **Academy Educational Program**

With the ultimate goal of post-secondary program completion for all scholars, the Academy's program centers on the five tenets of college persistence (with an intense focus on the first two tenets): Hard Academic Skills; Academic Mindsets and Soft Skills; Identity, Relevance and Belonging; Proper College Match; and Financial Sustainability. Below is an explanation of the five tenets (modified from the Academy Board's strategic planning process):

#### *Hard Academic Skills*

Academic skills are a major predictor for college success. The more academically prepared a scholar is for college, the more likely the student is to succeed in the collegiate classroom and thrive on a college campus. Academic skills are measured by the SAT<sup>®</sup> exam. The Academy's goal is for scholars to earn SAT college readiness benchmark scores (480 for Evidence Based Reading and Writing and 530 for math) at a rate that exceeds state averages and tops all other schools in Detroit. This predicts a 75 percent likelihood of achieving at least a C in a set of first-semester, credit-bearing college courses. The Academy does this by using data and rigorous teaching practices to prepare scholars for success on the SAT; by providing the optimal administrative and teaching staff for SAT success with the most preparatory curriculum possible; by attracting, developing and maintaining the best teachers who utilize a curriculum that aligns with SAT results; and creating a growth mindset centered around reading, writing and math skills.

#### *Academic Mindsets and Soft Skills*

Academic mindsets and soft skills (such as organization and interpersonal skills) are essential for success after high school. The only way to develop Academic Mindsets and Soft Skills successfully and comprehensively is to integrate these skills into every aspect of life at the Academy. Failed attempts at cultivating these critical aspects of scholar development often occur as the result of including these aspects as an “add-on” program. In order to become an outlier, the Academy must incorporate these skills systemically and in a sustained manner. In particular, because it is foundational to success in other domains, Growth Mindset must permeate all aspects of life at the Academy.

Academic Mindsets and Soft Skills must be included as a key part of induction into the Academy for beginning scholars. Currently, scholars attend an acclimation week before the first day of 9th grade, where scholars receive information on cultural and academic expectations. Academic Mindsets and Soft Skills are a crucial part of this week. By framing this introduction to the Academy through the lens of a Growth Mindset, and dedicating time during this week to providing information on the impact of Growth Mindset and accompanying learning strategies and habits of success, the Academy can ensure scholars are entering school ready to learn and grow.

The ideas behind Growth Mindset are also reinforced and developed in academic classes. Teachers are developed professionally to utilize instructional strategies and organizing structures that lead to the development and reinforcement of a Growth Mindset. In addition to instructional techniques, mandatory office hours help build a Growth Mindset by developing capacities like Self-Advocacy,



while structured reflection before and after assessments allows for the development of enhanced metacognitive capacity, another key Growth Mindset component.

Growth Mindset and accompanying soft skill development are further enhanced through the key structure of Advisory. Here, Advisors develop relationships that are used to hold scholars to high expectations and coach students through development of key action stems. A comprehensive and cohesive set of objectives from grades nine through twelve ensure all scholars develop a Growth Mindset as well as supportive techniques and capacities needed to graduate from college. Growth Mindset is also a key component of the “College Success” class. Scholars complete specific lessons related to the development of specific skills and reframe academic work in the context of a Growth Mindset.

The Academy must involve the scholar's parents to properly develop a Growth Mindset. The Academy holds Growth Mindset workshops quarterly throughout the year for scholar's families to attend. The workshops focus on different aspects of Growth Mindset during each quarter, which align with Advisory and College Success. Pre-identified resources and experts in the particular area help facilitate the workshop to ensure parents and/or guardians are equipped to reinforce the information in the home. Parent and/or guardian attendance is key; to ensure a good turnout participation is tied to an advisory grade or enrichment credit.

Finally, Growth Mindset continues to be a core component of work with scholars even after graduation. By creating expectations for alumni around Growth Mindset, such as seeking out academic mentors, identifying study groups and attending office hours, the Academy can create alignment between the skills developed at the Academy and the ones utilized in college. Supplementing these expectations with concrete resources, like contact information for support services and templates for time management and professional communication, ensures the success of Alumni in meeting these new expectations.

### *Identity, Relevance and Belonging*

Even if a scholar is prepared for the academic and soft skill requirements for college, if the scholar does not find a connection to the campus, it is much more likely the scholar will not graduate from college. In order to connect to a campus, scholars must have a personal identity, believe the scholar is a relevant part of the campus and truly feel as if the scholar belongs on that college campus. With first generation and minority scholars, these three traits are particularly challenging to build and maintain. Through Early College Scholars curriculum, external partnerships and increased opportunities to experience things inside and outside of the classroom, Academy scholars begin to see themselves as an integral part of a college campus.

### *Proper College Match*

The Academy's mission is unique in that the mission is to graduate scholars from post-secondary opportunities. Institutional graduation rates provide an objective measure for how well a school is supporting its students to graduation. While the Academy considers many factors in counseling scholars on college decisions (including size, campus culture, distance from home, etc.), the Academy believes the two most influential factors to determine a scholar's predicted success in college are institutional graduation rate and financial feasibility. (The financial lever will address

financial feasibility). By focusing on institutional graduation rate, the Academy removes the marketing and bias that goes into a college decision so the Academy can determine at a high level where scholars are predicted to be most successful. As the Academy's alumni base continues to grow, the Academy will transition to giving more weight to graduation and persistence metrics for Academy alumni.

Ensuring that Academy scholars match to the best school begins with education - the Academy educates scholars, parents and staff on the importance of minority graduation rate to scholar degree attainment, the highest leverage driver to 85% matriculation (and by extension 85% degree attainment) and on what financial affordability means for each specific situation.

### *Financial Sustainability*

College graduation is only possible when a scholar has the financial literacy and resources to be able to navigate the expensive and confusing world of funding.

## **Educational Program Approaches**

### *Springboard® Curriculum*

The College Board's Springboard Curriculum is aligned to the national Common Core Standards and the SAT® exam. The Academy implements the ninth through twelfth grade Springboard curriculum in both English and mathematics. Springboard is rigorous, culturally relevant and adaptable to meet the needs of all learners.

### *Advanced Placement ("AP®") Program*

The Academy offers AP courses to all scholars; those who are enrolled within an AP course are required to take the AP exam. The Academy team will make every effort to encourage scholars to take one or more AP courses while enrolled at the Academy. However, the Academy will not require scholars to complete advanced courses as a stipulation of their graduation.

### *Advisory*

The use of an advisory system provides consistency and support for scholars and families throughout the four years at the Academy. The advisory program assigns each incoming ninth grade scholar with a teacher. The teacher and cohort of scholars operate as a school family during all four years of high school. The scholar's teacher/advisor develops a deep, caring relationship with the scholar and the family and does "whatever it takes" to keep that child in school and moving forward to graduation and college enrollment. The advisor monitors the scholar's schedule and supervises individual academic progress through regular weekly one-on-one meetings. The advisor is aware of family crises and intervenes to minimize the impact on school attendance and learning.

### *College Bound Scholars*

In order to succeed on a college campus, all scholars must develop strong non-cognitive skills (such as interpersonal communication and organization) and self-advocacy. Scholars must understand themselves, have a strong belief that a first-class education is deserved and that scholars are capable of post-secondary success. To develop this, all scholars participate in college readiness programs. In tenth grade, scholars learn about the importance of GPA and learn how to calculate their own GPAs, scholars research universities with high graduation rates and high minority

graduation rates and explore career pathways. In eleventh grade, scholars prepare for the SAT exams and college admissions by writing personal statements. Finally, in twelfth grade, scholars participate in a senior leadership capstone course.

### *Discipline System*

The Academy's discipline system will work to build community and strengthen relationships by maximizing the usage of restorative practices. The Academy strongly feels that working **WITH** the community, victim, and offender, rather than talking **TO** them or **FOR** them, leads to a community of respect, family and equity. Restorative practices will be infused in our Advisory system, circles activities and throughout the classroom experience. Staff will be an integrated part of this process, being able to conduct circles fluently to create safe spaces to deepen connections and explore challenges. The Academy has a tiered approach when identifying consequences in relation to the severity of the action while maintaining our focus on restorative practices throughout the process. The Academy strives to use creative and natural consequences to address root cause behavior and increase ownership in scholars in an attempt to decrease punitive consequences resulting in scholars staying at school and maximizing their instructional time.

Overall strategies being implemented when issuing consequences include, but are not limited to:

- Focus on the repair of harm to the victim.
- Provide a process for making amends to the community.
- Provide a process for a greater understanding of how the incident affected others.
- Offer a meaningful way for the offender to take responsibility for the actions.
- Encourage apology or expressions of remorse.
- Involve the victim and the community in determining the accountability measures.

### *Post-secondary Success Team*

The Academy has a robust post-secondary success team that works to support scholars in high school and after high school. The Academy's Michigan College Access Network ("MCAN") advisor builds college awareness and enthusiasm. The College Counselor provides college counseling and guides seniors through the application and financial aid processes. The Alumni Success Coordinator works with graduated alumni and current seniors to ensure proper postsecondary match and persistence. The Academy's post-secondary team also has two College Bound Scholars teachers who create and implement curriculum; the Director of Post-secondary Partnerships ensures relationships are in place for scholars to transition to various institutions with ease. And finally, the Dean of College and Post-secondary Success manages the team to meet goals and objectives.

### *Staff Professional Development*

The Academy has an intense and result focused professional development program. In August, during orientation, *all* staff members attend three weeks of training centered on the major tenets of Academy work: advisory, culture and teaching and learning. During the school year, the Academy's administrative team reviews school data (GPA, assessment scores, culture/discipline, attendance, etc.) to identify needed professional development and provide training centered on improving scholar achievement and outcomes.

### *Professional Learning Communities (“PLC”)*

All teachers serve on a grade level team, department team and all advisors serve on an advisory team. Each team is led by a teacher leader that guides the team to improve scholar outcomes and achievement through the development and implementation of grade level-based programs. PLCs meet weekly.

### *Community and Board Partnerships*

The Academy is extremely fortunate to have an involved and active school board. Board members work in sub committees organized to meet strategic planning goals; committees include board members and Academy teachers and administrators. As a part of the Strategic Planning Committee, the team outlined future focus areas for the Academy, created goals and strategies to improve outcomes within the following areas: Vision for Accelerated Opportunities to Learn, Vision for Excellent Classroom Instruction, and Vision for Comprehensive College & Career Readiness. Finally, through Academy Board and community partners, the Academy provides scholars with unique experiences that supplement scholarly classroom learning.

### *Parent Involvement*

Family partnerships have become a central focus of the school and a Jaguar Pride parent organization was founded. Jaguar Pride meets regularly, coordinates volunteers and student events at the school and supports the Academy’s mission and positive school culture. The Academy continues to build the parent group and partnerships with families.

### *Enrichment Program*

Work outside of the classroom improves scholar behavior, mindsets and habits just as much as in school instruction. The Academy has a robust enrichment (extracurricular) program with a wide variety of options for scholars to develop passions and partners with external organizations to build continued opportunities for scholars’ involvement in a variety of experiences. All scholars are expected to participate in at least 100 hours of enrichment activity over the four years at the Academy.

### *Summer Learning Adventure*

As part of the Enrichment program, any scholar that does not need to participate in credit recovery may apply for a summer internship or college program. The Academy coordinates applications and summer transportation to ensure all scholars have the same opportunities as suburban peers.

## **Meeting the Needs of All Learners**

### *AP Program*

The Academy believes that all scholars are capable of post-secondary success. To be successful, scholars must experience academic rigor and challenges before reaching college. In partnership with the Springboard Curriculum, AP courses introduce rigor earlier in a scholar’s life. The program is coordinated by the Academy’s instructional leader. All AP teachers have the opportunity to attend AP Summer Institute training.

### *Academic Intervention*

The Academy has a long-term goal of a school semester GPA of 3.0 or higher. In order to achieve this goal, it is essential to provide targeted academic support to scholars that earn low GPAs. The

Academic Intervention Program (“AIP”) is facilitated through teacher’s office hours. All teachers host 2 required hours of additional support time per week; however, most teachers will meet by appointment above and beyond the requirement of 2 hours in order to ensure scholars' success. Scholars who are failing a core content course are required to attend office hours for those courses; all other scholars may utilize office hours for additional support, assessment mastery, and small group tutoring. The Academic Intervention Program runs succinctly with the MTSS process. The academy has interventionists for ELA and math that support scholars in need of reading and math remediation. The teachers and interventionists utilize iXL for both remediation and extension, while utilizing the Edulastic assessment platform for formative assessments and checking for understanding.

#### *Credit Recovery Program*

All scholars must pass every state mandated course and College Bound Scholars. In order to meet both the state graduation requirements and the Academy’s internal requirement of passing CBS, the Academy provides intervention within its block schedule, office hours, night school and summer credit recovery opportunities in the core subject areas. Courses are taught by certified teachers and/or teachers in pursuit of certification and focus on the key foundational skills and knowledge required to be successful in the subject area.

#### *Career and Technical Education (“CTE”)*

In partnership with the National Academy Foundation (“NAF”) the Academy will run a CTE program that focuses on finance and entrepreneurship. NAF is a nationally recognized non-profit organization that transforms the high school experience to prepare students for college, career and future success. The NAF program will run succinctly with the Academy’s current educational programming, offering students the opportunity to take part in CTE programming while completing State required course.

#### *Dual Enrollment*

The Academy’s goal is to prepare scholars for the next phase of education. Dual enrollment is another route that the Academy has taken to accomplish this goal. In partnership with Lawrence Tech University, students have the capability to enroll in college level courses while attending high school, allowing them to earn college credits free of charge that will be transferrable to college of their choice.

#### *Socioemotional Learning (“SEL”) & Intervention Team*

All scholars should be well-academically, socially, emotionally, physically and nutritionally. To this end, the Academy has shifted its focus to ensure that the core of all of its services include support for wellness. Starting the 2021-22 school year, the Academy created several full-time positions to provide support for scholars during the school day. The Social Emotional Learning Interventionist, a counselor/therapist position is designed to aid in support for both general education scholars and scholars with Individualized Educational Program (“IEPs”)/504 plans. In addition to push-in counseling support, scholars may be referred to enroll in Black Mental Health, an elective course designed to decrease the stigma associated with mental health support within the African American community, and to provide a space for scholars to learn with and from others who are learning to cope and heal with society, school and community-based issues. Special Education Coordinator is a role designed to support Special Education teachers in order to meet

state compliance, ensure complete implementation of scholars' IEPs, provide coaching to teachers, and lead professional development. Math Interventionist is a role designed to support scholars whose assessment scores are beneath grade level in ninth and tenth grade. The Math Interventionist provides push-in support into core math courses and also facilitates a pull-out, scheduled course for scholars of most need. Finally, scholars may continue to seek support with the Academy's Social Worker, who supports general education scholars and scholars with IEPs/504 plans.

In addition to SEL services, the Academy offers a number of elective and core courses designed to support academic, social, emotional and nutritional support including Health and Physical Education, Sports and the Black Athlete, Black Music, Black Film and Cinema, and Black Drama. Furthermore, the Academy has updated its breakfast and lunch offerings to include more fresh and healthy selections including salads and wraps and offers enrichment programs focused on health and nutrition.

Finally, the Academy utilizes a full-time Multi-Tiered System of Supports ("MTSS") Team to evaluate scholars' data-academic, disciplinary, and socioemotional to ensure that all scholars have access to tiered support and to ensure that inequities are quickly addressed and eliminated.

### **Overview of Special Education Services**

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the 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 Improvement Act ("IDEIA") 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 IDEIA and reviewed on an annual basis or more frequently as determined by the IEP team.

Resource room programs fall under the federal guidelines established in the IDEIA, the Michigan Administrative Rules for Special Education (“MARSE”) and the auspices of Wayne Regional Education Service Area (“RESA”), the local education authority. At the Academy, there is one room, three resource room teachers and two special education paraprofessionals dedicated to the service of students certified with a special need. Hours of need and the services to be provided are identified in the student’s IEP or 504 Plan.

#### *Identification Protocol – Referral Process*

The missing link in many educational systems is the establishment of a supportive, student-centered learning environment in which professional, school and community resources are identified and linked to address barriers to learning that confront students. Thus, reframing student learning and realigning support staff roles and functions to develop comprehensive, multifaceted and cohesive approaches is the missing link. The Instructional Support Team (“IST”) is a school-based group of people with a common mission – to strengthen and support students in the regular classroom who are having difficulty in school. The goal of the IST is to provide strategies and support through a regular education setting for the student. Teachers, school counselors, psychologists, social workers, nurses and administrators are examples of some of the people who comprise the group and meet on a regular basis. Parents are particularly critical to the team, both in participation and input.

Generally, the IST Team includes:

- Building Administrator
- Referring Teacher
- Resource Room Teacher
- Support staff member (School Psychologist, School Social Worker, Speech Therapist, Nurse, etc.)
- Parent

#### *Evaluation Process*

If the student does not make progress at this point, the student is referred for Special Education testing at the consent of the parent. A full and individualized evaluation is conducted to determine whether the child has a disability, and the nature and extent of the special education and related services that the child needs. The child is assessed in all areas of need regardless of the suspected area of disability including assessment of health, vision, hearing, social and emotional skills, general intelligence, academic performance, communication skills and motor skills, as needed. The determination of needed screenings and evaluations is based upon the unique needs of the student and not solely on the requirements for the suspected disability category. Persons from varying disciplines including a school psychologist, speech and language therapist, physical therapist, audiologist and/or occupational therapist may conduct evaluations. In addition, persons trained in the area of hearing or visual impairment may also provide assessment services, if needed. Before making attributions of disability within the student, the evaluation team considers all other factors that could explain the performance patterns and the lack of student response to instruction. The team considers the student’s progress in the context of the student’s opportunities, past experiences, sensory, health, language culture and developmental challenges.

The comprehensive evaluation of the student includes normative measures to advance the understanding of why the student continues to have difficulty. The student is tested with an individually administered standardized achievement test to validate the samples of classroom assessment data with normative data. The test data are then analyzed relative to research based clinical profiles of special education disabilities to determine a goodness of fit with existing models of disabilities. The assessment leads to the development of educationally, behavioral or medically relevant recommendations for the student, whether determined eligible as a student with a disability or not. The evaluation leads to appropriate recommendations as to the best plan for instruction. Recommendations are not limited to special education supports and programs and may include recommendations such as classroom accommodations or continued participation in response to intervention targeted small group instruction.

### *Multidisciplinary Team*

Once the evaluation process is complete and the findings of the evaluation have been reported per federal and state guidelines, the information and recommendations are shared with the parents through an IEP meeting. The proposed case manager or MET (Multidisciplinary Education Team) leader facilitates the meeting with the person who completed the psychological evaluation and as many of the multidisciplinary team members as needed (identified in MARSE). The parent is also present at this meeting. The outcome of all assessments is reviewed and discussed with the parent. The group also discusses which eligibility best meets the needs and recommendations for implementation. If eligibility is not substantiated, the parent is informed. Parents are given Procedural Safeguards with an explanation of rights and responsibilities when the student is found eligible or ineligible. Each child in special education must have a three-year re-evaluation of services. This meeting is held whenever the Review of Existing Evaluation Data (“REED”) dictates additional evaluation is needed to determine a student’s eligibility for services.

### *IEP*

The IEP is a legal document that includes the student’s present levels of educational performance, a list of measurable goals and objectives; and related services, such as curriculum modifications and supplementary aids. Also included is an explanation of how often the student will participate in the general education population, when the services and modifications will begin, and the location of those services and modifications. IEPs are always geared toward student needs.

Whether a student is found to be eligible or ineligible, an IEP meeting is held for the student. If the student is ineligible, the first page of the IEP is completed, and parents are explained the rights and responsibilities as identified in the Procedural Safeguards. If the student is eligible, the IEP is completed, with identified steps to be implemented to assure the student’s needs are being addressed. An IEP can be called anytime that progress is not moving as expected, or moving faster than expected, but an IEP must be convened every 365 days.

An IEP specifies the academic and behavioral plan teachers and related staff implement to ensure student progress. It is the academic and behavioral plan that specifies accommodations and specific strategies that allow a student to reach the identified goals and objectives. Once these objectives are reached, revision is needed to provide further growth. On the initial IEP, the parent must give authorization for implementation; on subsequent IEPs the parent’s participation is requested but is



not required to authorize treatment. The district must authorize services to be implemented on every IEP.

### **Assessments**

#### *Mastery Exit Tickets*

The Academy administers bi-weekly assessments focused on each course's power standards; state standards are assessed in high frequency on standardized assessments such as the PSAT™/SAT. Results from these assessments are used to determine gaps in learning in order for teachers to create reteach plans.

#### *Interim Assessment Program*

The Academy administers three practice SAT exams each year. Mastery Exit Tickets are used to inform teachers about gaps in instruction in preparation for Interim Assessments. Results from these assessments are used to analyze scholars' college readiness skills and adjust classroom instruction to address gaps in understanding.

#### *Data Days/Professional Development*

In partnership with interim assessments the Academy facilitates three data days to analyze the results of each assessment and adjust pacing and instruction. Additional professional development on instructional techniques is also provided on Data Days.

#### *AP Assessments*

As part of the AP program, all scholars enrolled in AP courses are required to take the advanced placement exams in the spring.

#### *Grading Policy*

Starting the 2021-22 school year, the Academy implemented a more equitable grading policy. All letter grades are separated by a ten point spread; please see the grading range below:

A+	97-100	4.3	C+	77-79	2.3
A	93-96	4.0	C	73-76	2.0
A-	90-92	3.7	C-	70-72	1.7
B+	87-89	3.3	D+	67-69	1.3
B	83-86	3.0	D	63-66	1.0
B-	80-82	2.7	D-	60-62	0.7
F	50-59	0.0			

- The Academy operates on a 40-week school year. There are two semesters per year; each semester is 20 weeks long.
- Scholars will receive progress reports every two weeks of the semester; however, parents and guardians must attend Report Card Pick-Up to receive the 10th and 20th week's progress report (also known as report cards).
- Scholars receive credits at the end of each semester for classes they have passed. (See graduation requirements)
- AP classes are awarded a one-point bonus when calculating weighted grade point averages.

- Pass/Fail classes are issued “P” or “F” and earn credit; however, they do not factor into grade point averages.
- There is a floor grade of 50%, which will be reflected in scholars’ final grades for the semester.

#### Make-up Exams or Quizzes:

- Must be given within one week of the scholar’s return to school.
- May only be administered by the teacher of the class, another teacher, or Dean.

#### Extra Credit:

- There is no extra credit provided in any class or on any assignment.
- The goal is for scholars to demonstrate mastery of the content, rather than behaviors.
- This way, the Academy is able to support the scholars who truly need support with the content.

#### Late Work:

- In order to receive full credit and feedback for resubmission, scholars must submit all assignments on time.

#### Re-Test

- Scholars may re-take exit tickets, quizzes, and summative assessments to show mastery of the content, contingent upon retake plan.
- These must be completed in office hours, not during instructional time.

### **Transition to Post Secondary Opportunities**

#### *College Bound Scholars*

College graduation begins the moment scholars enter the Academy. College Bound Scholars program is a three-year program that transitions scholars to high school, helps them focus on academic success and the possibilities of a bright future, research and understand opportunities, and select the best opportunity for post-secondary success.

#### *College Team 11<sup>th</sup> Grade*

During the second half of junior year, the college team pushes into 11<sup>th</sup> grade English to facilitate personal statements. The college team also works with 11<sup>th</sup> grade advisors on college research projects to explore which universities have opportunities related to scholars’ passions, talents and potential career choices.

#### *College Team 12<sup>th</sup> Grade*

The senior English teacher is an important member of the College Team. In senior English, scholars work with the college team to apply for financial aid and colleges, meet important college benchmarks and determine which school offers the best opportunities for success.

Additionally, each college senior has a case manager that works with the scholar to ensure all deadlines for college admissions, financial aid, scholarships and enrollment are completed.

### *Alumni Success Program*

After scholars graduate, the Academy mission continues. An alumni success coordinator works with Academy alumni in college to ensure the scholars are able to use resources at college, have secured financial aid and are feeling welcome and comfortable on college campuses.

## **Graduation Requirements**

### *Michigan Merit Curriculum (“MMC”) Course Requirements*

All Academy scholars must meet the minimum state MMC Course Requirements of:

- 4 years of math
- Minimum 3 years of science
- Minimum 4 years of English
- Minimum 3 years of social science
- Minimum 1 year of art
- Minimum 2 years of Spanish
- Technology (integrated through the English and Early College Scholars courses)
- Minimum 1 year of Health and PE (1/2 credit each)

### *Academics*

In addition to the MMC Requirements, Academy scholars are required to earn a passing grade (60% or above) in every state mandated class, pass College Bound Scholars, and obtain two postsecondary acceptances for graduation. If a scholar does not pass a course, the scholar must recover the course during night school or summer school credit recovery.

### *AP Requirement*

AP courses give scholars a preview of the pace and rigor of a college classroom. As college readiness is central to the Academy’s mission, all scholars are offered AP courses. The offering of AP courses allows scholars to prepare for post-secondary education and experiences. However, scholars who do not wish to pursue college as a part of their post-secondary education are not required to take AP courses and instead will take general courses in line with Michigan State’s requirements for graduation.

### *Discipline*

The Academy uses a restorative justice approach to discipline. It is the Academy’s goal to ensure that scholars are in school, are able to repair harm when created, and are able to remain members of the community. Therefore, all disciplinary actions begin with a restorative practice; instances of violence, drugs or sexual misconduct escalate beyond the initial approach of restorative practices.

### *Enrichment*

When a student reflects back on the high school experience, often, the most vivid memories are of the experiences outside of the classroom. To further character development, all Academy scholars are required to complete 100 hours (1.0 credits) of enrichment credit over four years (0.5 prior to junior year, 0.75 total prior to senior year, and 1.0 prior to graduation).

### *Attendance*

A scholar can't learn if he or she isn't at school. The Academy has a strict truancy policy that occurs in three stages:

- Stage 1: Scholars with three Consecutive Absences or five Semester Absences
  - o Phone call home
  - o Request for excuse
  - o Notice of incoming consequences if trend continues
- Stage 2: Scholars with five Consecutive Absences or eight or more Semester Absences
  - o Set up family meeting to discuss obstacles, provide resources, and form action plan
- Stage 3: Scholars more than ten Yearly Absences
  - o Send Wayne County Prosecutor letter
  - o Continue to follow up with family weekly

### *Post-secondary Acceptance Requirements*

In order to ensure matriculation, the Academy requires all scholars to gain acceptance into a minimum of two post-secondary opportunities, one acceptance must be a two year or four year college.

### **Educational Program Evaluation**

In order to reach all of the goals of the Strategic Plan and the Academy Educational Program, major data points exist around GPA, SAT scores and post-secondary preparedness. All aspects of the Educational Program connect directly to the School Improvement Plan and the School Board's long-term Strategic Plan.

In order to evaluate the Educational Program, the Academy has several key processes and procedures in place:

#### *Regular review of data with multiple stakeholders*

The Academy meets monthly with the school board. At each meeting, data are provided around each of the strategic goals for the Academy and the data are subsequently evaluated. Additionally, the Academy team gathers multiple data points (e.g., parent survey data, staff survey data, assessment scores, promotion data and academic achievement data) at the conclusion of the quarter for use in evaluating the success of the Educational Program implementation.

#### *Assessment cycles*

The Academy administers 3 aligned assessments during the year in September, October and February. State testing occurs in April, which the Academy uses as its end-of-year assessment. At the conclusion of the first three assessments, the Academy staff meets in school and department teams to analyze the data, adjust pacing and inform instruction. At the conclusion of the final assessment, the Academy uses the assessment data to evaluate the success of the implementation of the Educational Program.

**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 SpringBoard®, Code.org and Academy written curriculum, as well as courses offered through the National Academy Foundation (“NAF”) and iCEV. The curriculum for all core subjects has been received, reviewed and approved by the Center.

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>● SpringBoard</li> <li>● Code.org</li> <li>● National Academy Foundation</li> <li>● iCEV</li> </ul> | <a href="https://ccss.springboardonline.org/ebook/login">https://ccss.springboardonline.org/ebook/login</a><br><a href="https://studio.code.org/courses/csd-2023?view">https://studio.code.org/courses/csd-2023?view</a><br><a href="https://ash.naf.org/public/learning">https://ash.naf.org/public/learning</a><br><a href="https://www.icevonline.com/curriculum/">https://www.icevonline.com/curriculum/</a> |
|--|--|

### **Secondary**

The following subjects/courses are offered at the Academy\*.

Course Name	Grade**	Course Name	Grade**
English ( <i>minimum 4</i> )		World Language ( <i>minimum 2</i> )	
English 9	9	Spanish I	10
English 10	10	Spanish II	11
English 11	11	Spanish III	12
Communications	12	Latin American Culture	12
AP Language & Composition	12	Visual, Performing & Applied Arts	
		Black Cinema & Screenwriting	10
Mathematics ( <i>minimum 4</i> )		Black Drama	any
Pre-Algebra	9	Black Music	any
Algebra I	9-10	Film Studies	11,12
Geometry	10		
Algebra II	11	Electives	
Pre-Calculus	11-12	College Bound Scholars	any
Personal Finance	any	Advanced Leadership Program	any
College and Career Math	12	Creative Writing	12
		Math Intervention	9,10
		Yearbook	12
Science ( <i>minimum 3</i> )		Cooking	any
Physical Science	9	Current Events	any
Biology	10	Media Immersion	10,11
Chemistry	11	Sociology of Black Culture	9,10
Anatomy & Physiology	11-12	Analysis of Detroit Cultures & Authors	any

Robotics	any
Social Studies ( <i>minimum 3</i> )	
US History	9
Pre AP World History	10/11
Civics and Economics	10/11
AP World History	11/12
AP US History	11/12
Physical Education & Health ( <i>minimum .5 each</i> )	
PE/Health	any

Sports & the Black Athlete	any
Street Law	any
Typing	any
Minding My Business: Black Mental Health	any
World Cultures	any
Interpersonal Studies	any
Principles of Computer Science	any
Computer Science Discoveries	any
Career & Technical Education	
Principles of Health Science	any
Medical Terminology	10-12
Principles of Business Finance	any
Financial Planning	any
Next Gen Personal Finance	any
Professional Ethics	10-12
Principles of Education & Training	any

\* The Academy updates course offerings each school year based on the needs and interests of students as well as teacher certification. As a result, some courses are rotated and are not offered each year. All core subjects are taught every year and high school students are required to meet the requirements of the Michigan Merit Curriculum. All state mandated courses are offered during summer school.

\*\*If students are not required to take a course at a specific grade level, “any” is used for the grade indication.

\*\*\*Virtual Courses are defined as any course(s) that are delivered using the internet.

**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 ninth through twelfth grade. The maximum enrollment shall be 440 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.

## MATRICULATION AGREEMENT

This Agreement is entered into on the 11th day of May 2020, by and between Jalen Rose Leadership Academy (“JRLA”), a body corporate and public school academy and Detroit Achievement Academy (“DAA”), a body corporate and public school academy.

### PREAMBLE

**WHEREAS**, DAA is a public school academy serving students in grades K-8 and JRLA is a public school academy serving students in grades 9-12. DAA and JRLA (collectively the “Schools”) have like-minded families, similarly trained teachers, high expectations, rigorous academics, and similar behavior models.

**WHEREAS**, Section 504a(d) of the Revised School Code (the “Code”), being MCL 380.504a(d), authorizes a public school academy to enter into binding legal agreements with persons or entities for the operation, management, financing, and maintenance of the public school academy.

**WHEREAS**, Section 504(4)(b) of the Code, being MCL 380.504(4)(b), authorizes a public school academy to give enrollment priority to a student who transfers to the public school academy from another public school pursuant to a matriculation agreement between the two schools, if certain conditions are met.

**WHEREAS**, Central Michigan University (“University Board”) serves as the authorizing body for JRLA. Pursuant to Section 6.16 of the charter contract between the University Board and JRLA, JRLA has the authority to enter into matriculation agreements with other public school academies after review of such agreements by the Governor John Engler Center for Charter Schools. Enrollment priority granted by the matriculation agreement is not effective until the matriculation agreement has been incorporated as an amendment to JRLA’s charter contract.

**WHEREAS**, Grand Valley State University (“GVSU”) serves as the authorizing body for DAA. Pursuant to Section 6.15 of the charter contract between the GVSU and DAA, DAA has the authority to enter into matriculation agreements with other public school academies after review of such agreements by the University Charter Schools Office. Enrollment priority granted by the matriculation agreement is not effective until the matriculation agreement has been incorporated as an amendment to DAA’s charter contract

**WHEREAS**, pursuant to the authority conferred upon the Schools by the Code, the University Board and GVSU, the Schools desire to enter into this Agreement to establish this arrangement for the matriculation of qualified students from DAA to JRLA.

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

1. **TERM.** This Agreement shall become effective as of May 11, 2020, provided that it has been approved by both Schools’ Boards of Directors and submitted to each school’s

respective authorizing body. This Agreement shall be automatically renewed annually, unless it is terminated according to the terms contained herein.

2. **QUALIFIED STUDENTS.** Students who meet all of the following requirements are deemed to be qualified for enrollment priority under this Agreement:
  - a. The student was enrolled at DAA at any time during elementary school;
  - b. The student was not expelled from DAA;
  - c. The student has completed 8<sup>th</sup> grade from any school, including home school; and
  - d. The student is eligible to enroll at a Michigan public school.
3. **APPLICATION FOR MATRICULATION.** Qualified students seeking an enrollment priority at JRLA shall submit an application for enrollment to JRLA during the open enrollment period as set forth in JRLA's Admissions Policy (incorporated as Exhibit A).
4. **ENROLLMENT PRIORITY.** The enrollment priority for qualified students shall be determined according to JRLA's Admissions Policy (incorporated as Exhibit A).
5. **ENROLLMENT.** Qualified students are required to attend school at JRLA on the first day of school in order to be enrolled. Any qualified student who does not attend the first day of school and who does not obtain an excused absence from JRLA before the end of that school day shall forfeit his or her priority to enroll at JRLA.
6. **RECORDS TRANSFER.** Upon receipt of a records release form properly completed by JRLA and the parent or guardian of the qualified student, DAA shall transfer the student's records to JRLA no later than thirty (30) days after receipt of the records release form.
7. **TERMINATION.** This Agreement may be terminated by either party at any time for any reason upon ninety (90) days' written notice. If such notice is given more than ninety (90) days before the end of the open enrollment period, then there shall be no enrollment priority for qualified students for the subsequent school year. If the notice is given any time thereafter, the qualified students who applied for enrollment priority at JRLA shall receive the priority for the subsequent school year pursuant to the terms of this Agreement. This Agreement shall be terminated automatically if the charter contract for either of the Schools is terminated or revoked.
8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Schools pertaining to the subject matter of this Agreement and supersedes all previous verbal and written agreements, including, without limitation, agreements which may have been entered into between the Schools at an earlier time. This Agreement may only be modified by subsequent written agreement authorized and executed by the Schools and approved by each school's respective authorizing body.

**9. EFFECT OF AGREEMENT.** Nothing in this Agreement shall prohibit JRLA from providing enrollment priority to any or all of the following pursuant to Section 504(3)-(4) of the Code, being MCL 380.504(3)-(4):

- a. A student who was enrolled at JRLA in the preceding school year.
- b. A sibling of a student enrolled at JRLA.
- c. A child of a person who is employed by JRLA or who is on JRLA's Board of Directors.

Nothing in this Agreement shall prohibit either School from entering into a matriculation agreement with any other school.

**10. COMPLIANCE WITH LAW.** This Agreement shall at all times remain in compliance with the Code and other applicable law. Pursuant to Section 504(4)(b) of the Code, being MCL 380.504(4)(b), as written at the time this Agreement is executed:

- a. The Schools shall remain separate and independent public schools;
- b. JRLA shall select at least 5% of its students for enrollment using a random selection process; and
- c. Any student who was enrolled at DAA at any time during elementary school and who was not expelled from DAA shall be allowed to enroll at JRLA in accordance with the terms of this Agreement.

If there is a change in law which alters or amends the authority of the Schools to operate under this Agreement, this Agreement shall be altered or amended, to the extent possible, to reflect the change in existing law.



IN WITNESS WHEREOF, the Schools have executed this Agreement on the date written above.

**DETROIT ACHIEVEMENT ACADEMY**

By:  05 / 21 / 2020

Its: Board President

**JALEN ROSE LEADERSHIP ACADEMY**

By: 

Its: President

By:  Dennis W Archer Jr (May 19, 2020 07:08 EDT)

Its: Secretary

## **EXHIBIT A: JRLA ADMISSIONS POLICY**

[Attach revised Admissions Policy giving enrollment priority to students from DAA.]

## ADMISSION OF STUDENTS

Reference: MCL 380.502(3)(e)(iii); MCL 380.504

The Board of Directors will allow students who reside in Michigan, regardless of their citizenship or immigration status to enroll in the School in accordance with limits established by the Board of Directors. The Board shall meaningfully communicate material information about enrollment requirements and procedures with parents, including parents who have limited proficiency in English. Access to information regarding enrollment requirements and procedures shall be available on the Academy's web site. Because space is limited, each student must enroll each year. Preferences will be in writing and given to currently-enrolled students, **students with priority granted under a matriculation agreement** and siblings of enrolled students.

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

The Educational Service Provider shall develop Administrative Guidelines for the proper implementation of this policy. Any such denial shall be reported to the Board at its next regular meeting.

Adopted 11/28/2011  
Revised 9/12/16; 8/13/18







# JRLA Matriculation Agreement

Final Audit Report

2020-05-19

Created:	2020-05-19
By:	Elizabeth Ruiz (eruiz@americanpromiseschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALWfYFyjVgc0ukCHJYqderjyRWTwWk25L

## "JRLA Matriculation Agreement" History

-  Document created by Elizabeth Ruiz (eruiz@americanpromiseschools.org)  
2020-05-19 - 0:43:39 AM GMT- IP address: 24.192.24.72
-  Document emailed to Dennis W Archer Jr (dennis@ignitionmediagroup.com) for signature  
2020-05-19 - 0:44:24 AM GMT
-  Email viewed by Dennis W Archer Jr (dennis@ignitionmediagroup.com)  
2020-05-19 - 11:07:37 AM GMT- IP address: 174.245.51.12
-  Dennis W Archer Jr (dennis@ignitionmediagroup.com) has agreed to the terms of use and to do business electronically with American Promise Schools  
2020-05-19 - 11:08:55 AM GMT- IP address: 174.245.51.12
-  Document e-signed by Dennis W Archer Jr (dennis@ignitionmediagroup.com)  
Signature Date: 2020-05-19 - 11:08:55 AM GMT - Time Source: server- IP address: 174.245.51.12
-  Signed document emailed to Elizabeth Ruiz (eruiz@americanpromiseschools.org) and Dennis W Archer Jr (dennis@ignitionmediagroup.com)  
2020-05-19 - 11:08:55 AM GMT

**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 ninth through twelfth grade. The Academy may add grades with the prior written approval of the authorizing body.



**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.