



CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS

ISSUED TO

TRILLIUM ACADEMY  
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES  
(AUTHORIZING BODY)

JULY 1, 2020

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**REAUTHORIZING RESOLUTION**



## REAUTHORIZATION OF PUBLIC SCHOOL ACADEMY

### Trillium Academy

#### Recitals:

1. At its April 30, 2015, meeting this board authorized the issuance of a contract to charter as a public school academy to Trillium Academy. On July 1, 2015, the contract was effective.
2. The contract of this academy expires June 30, 2020.
3. The Governor John Engler Center for Charter Schools has completed its evaluation and assessment of the operation and performance of Trillium Academy.
4. The university president or designee has recommended the reissuance of a contract to charter as a public school academy to Trillium Academy. The term of the contract is recommended for a term not to exceed six (6) years.

BE IT RESOLVED, That this board approves and authorizes the execution of a contract to charter as a public school academy to Trillium Academy for a term not to exceed six (6) years and authorizes the chair of the board to execute a contract to charter as a public school academy and related documents between Trillium 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 Trillium Academy is able to comply with all terms and conditions of the contract.

CMU BDT APPROVED

Date: 12/5/19

Signature: Mary Jane Flanagan

## **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: 7/15/18

Signature: my Hengar

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: mj 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 Hanegea

## **TERMS AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2020**

**ISSUED BY**

**CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES**

**CONFIRMING THE STATUS OF**

**TRILLIUM 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 ("University Board") has considered and has approved the issuance of a contract to Trillium Academy ("the Academy");

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

## **ARTICLE I DEFINITIONS**

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

- (a) "Academy" means the Michigan nonprofit corporation named Trillium Academy which is established as a public school academy pursuant to this Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Applicable Law" means all state and federal law applicable to public school academies.
- (d) "Application" means the public school academy application and supporting documentation submitted to the 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 University President in accordance with Section 10.8 of these Terms and Conditions.
- (h) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, the Reauthorizing Resolution, the Method of Selection, Appointment, and Removal Resolution, the Schedules, the Educational Service Provider Policies, the Master Calendar and the Application.

- (i) "Department" means the Michigan Department of Education.
- (j) "Director" means a person who is a member of the Academy Board of Directors.
- (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, which contract has been submitted to the Center for review and has not been disapproved by the Center Director, and is consistent with the Educational Service Provider Policies, as they may be amended from time to time, and 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 a Management Agreement. 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.
- (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 which has been submitted to the Center for review and has not been disapproved by the Center Director.
- (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 University Board on December 5, 2019, approving the issuance of a Contract to the Academy.
- (r) "Schedules" means the following Contract documents of the Academy: 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 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, 2020, Issued by the Central Michigan University Board of Trustees Confirming the Status of Trillium Academy as a Public School Academy."
- (x) "The Governor John Engler Center for Charter Schools" or "The Center" means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Center is also responsible for administering the University Board's 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 the 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 use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Statutory Definitions. Statutory terms defined in 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 a substantially different governance, leadership and curriculum than the public school previously operating at the site:

- (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3) 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 an 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 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 same-sex domestic partner:
  - (i) Is employed by the Academy;
  - (ii) Works at or is assigned to work at the Academy;
  - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's 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 same-sex 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 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, Bureau of Commercial Services without first obtaining the Center's approval;
- (g) The Center Director discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or

- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Center in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

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

Following receipt of the State's Automatic Closure Notice, the Center Director shall forward a copy of the notice to the Academy Board and request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department. If the Department rescinds the State's Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Center a proposed Contract amendment incorporating the Department's school improvement plan, if applicable, for the identified site(s).

If the Department elects not to issue a Pupil Hardship Exemption and the Center Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Center Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

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

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

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

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

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

- (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 388.166b. 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.

## **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:	<u>The Governor John Engler Center for Charter Schools</u> Attn: Executive Director Central Michigan University EHS 200 Mt. Pleasant, MI 48859
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General Counsel:	<u>General Counsel</u> Central Michigan University Mt. Pleasant, MI 48859
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Chief Financial Officer:	<u>Vice President Finance &amp; Admin. Services</u> Central Michigan University Mt. Pleasant, MI 48859
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If to the Academy:	<u>Academy Board President</u> Trillium Academy 15740 Racho Road Taylor, MI 48180
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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 six (6) academic years and shall terminate on June 30, 2026, 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 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.

- (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) 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.
  - (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. 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 set forth above.

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: Tricia A. Keith  
Tricia A. Keith, Chair

Date: May 28, 2020

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

TRILLIUM ACADEMY

By: Heather Gahn  
Board President

Date: 5/21/20

## **CONTRACT SCHEDULES**

### **Schedules**

Restated Articles of Incorporation .....	1
Amended Bylaws .....	2
Fiscal Agent Agreement .....	3
Oversight, Compliance and Reporting Agreement .....	4
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Physical Plant Description .....	6
Required Information for a Public School Academy.....	7
Information Available to the Public and The Center.....	8

**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***

***TRILLIUM ACADEMY***

***ID NUMBER: 776519***

***received by facsimile transmission on September 6, 2017 is hereby endorsed.***

***Filed on September 6, 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 6th day of September, 2017.***

*Julia Dale*

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

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 Heather Gardner Address 15740 Racho Rd. City State Zip Taylor MI 48180		EFFECTIVE DATE:  776519

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

**OF**

**TRILLIUM 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: Trillium Academy.

The corporation identification number ("CID") assigned by the Bureau is: 776519.

The corporation has used the following other names: Trillium Performing Arts Academy.

The date of filing the original Articles of Incorporation was: May 29, 2002.

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: Trillium Academy.

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 Heather Gardner.

The address of its registered office in Michigan is: 15740 Racho Rd., Taylor, MI 48180.

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

## **ARTICLE V**

The corporation is a governmental entity.

## **ARTICLE VI**

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

## **ARTICLE VII**

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

## **ARTICLE VIII**

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

## **ARTICLE IX**

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

## **ARTICLE X**

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

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



## ARTICLE XI

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

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

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

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

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

## ARTICLE XII

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

ADOPTION OF ARTICLES
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These Restated Articles of Incorporation were duly adopted on the 30<sup>th</sup> day of August, 2017, in accordance with the provisions of Section 641 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 5<sup>th</sup> day of Sept, 2017.

By:   
Ms. Heather Gardner, President

**CONTRACT SCHEDULE 2**

**AMENDED BYLAWS**

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**AMENDED BYLAWS  
OF  
TRILLIUM ACADEMY**

**ARTICLE I  
NAME**

This organization shall be called Trillium 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 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 of Directors. 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 of Directors by resolution, except as prescribed by subparagraph d. The Center Director shall recommend qualified individuals to the University Board.
- 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 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 president, the Center Director 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.

Section 3. 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 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 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 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 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 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 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.

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 Board of 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 shall serve as a volunteer Director. By resolution of the 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, 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:



# of Academy Board Positions

Five (5)  
Seven (7)  
Nine (9)

# Required for Quorum

Three (3)  
Four (4)  
Five (5)

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 Board of Directors 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 Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports 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 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 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 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 Board as may be prescribed by the Academy Board from time to time.

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

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

Section 8. Treasurer. The Treasurer of the Academy 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 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 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 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) 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 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 same-sex domestic partner:

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

The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this sub-section, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex 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 Academy may amend its 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 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 20 day of May, 2020.

Disa M. Green 5/20/2020  
Secretary

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



### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

This 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 Trillium 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 and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy 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 content 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 content 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, an 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 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 Account established in the name of the Academy. 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.

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 Trillium Academy.

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

Date: January 7, 2020

**CONTRACT SCHEDULE 4**

**OVERSIGHT, COMPLIANCE  
AND REPORTING AGREEMENT**

## **SCHEDULE 4**

### **OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT**

This 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 Trillium 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 the 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 the 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 evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the 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 Michigan Department of Education, in the form and manner prescribed by the Michigan Department of Education, 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, 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 regulations that govern the use of student data within the Family Educational Rights and Privacy Act ("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 Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, the Michigan DataHub or any other state or federal agency.

Section 4.4. 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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**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 The Romine Group, Inc., 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.



Agreement between:

*The Romine Group, Inc.*

and

*Trillium Academy*

Effective: July 1, 2020 to June 30, 2023



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## **EDUCATIONAL SERVICE PROVIDER AGREEMENT**

This Educational Service Provider Agreement is made and entered into as of the **1st day of July, 2020**, by and between The Romine Group, Inc, (hereafter referred to as “TRG”) a Michigan corporation located at 7877 Stead Street, Utica, Michigan and Trillium Academy (“Academy”) by and through its Board of Directors (“Academy Board”) formed under Part 6A of the Revised School Code (the “Code”), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws located in Michigan.

The following is a recital of facts underlying this Agreement:

The Academy is a public school academy, organized under the Revised School Code (the “Code”). The Academy has been issued a contract (the “Contract”) from the Central Michigan University Board of Trustees (“Authorizer”) to organize and operate a public school academy. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

TRG specializes in providing educational institutions, vocational schools, businesses, churches and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. TRG’s products and services are designed to serve the needs of a diverse student population.

The Academy and TRG desire to create an enduring educational partnership, whereby the Academy and TRG will work together to bring educational excellence and innovation to the Wayne County area, based on TRG’s school design, comprehensive



educational program, institutional principles and management methodologies.

In order to implement an innovative educational program at the school, the parties, desire to establish this arrangement for the management and operation of certain of the Academy's educational and administrative activities or functions.

**Therefore, it is mutually agreed as follows:**

## **ARTICLE I**

### **TERM**

This Agreement shall become effective **July 1, 2020** and shall cover **three (3)** academic year(s), with the entire term to end on **June 30, 2023**.

## **ARTICLE II**

### **CONTRACTUAL RELATIONSHIP**

**A. Authority.** The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational and management services. The Academy further represents that it has been issued a Contract by the Authorizer to organize and operate a public school academy situated in Michigan. The Academy is therefore authorized by the Authorizer to supervise and control such academy, and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.

**B. Contract.** Acting under and in the exercise of such authority, the Academy hereby contracts with TRG to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the



Academy in accordance with the terms of this Agreement and the Academy's authorizing documents. TRG shall comply with all terms and conditions of the Contract to the extent TRG are performing services on behalf of the Academy. TRG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Central Michigan University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

**C. Status of the Parties.** TRG is a for-profit corporation, and is not a division or a part of the Academy. The Academy is a corporate body and governmental entity authorized by the Code, and is not a division or part of TRG. The relationship between TRG and the Academy is based solely on the terms of this Agreement. No provision of this Agreement shall interfere with the Academy's Board's duties under the Contract and the Academy's duties under the Contract shall not be limited or rendered impossible by any action or inaction of TRG.

**D. Independent Contractor Status.** The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent or employee of TRG shall be determined to be the agent or employee of the Academy except as set forth in this Paragraph or as expressly acknowledged in writing by the Academy Board. The Academy agrees to define "school official" in the Academy's annual notification of rights under 20 U.S.C. § 1232g, 34 C.F.R. § 99, the Family Educational Rights and Privacy Act ("FERPA") to include a



contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of personally-identifiable information from education records, and who is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records. The Academy Board designates TRG and certain of its employees and subcontractors as school officials of the Academy having a legitimate educational interest such that they are entitled to access to educational records under FERPA. TRG and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. Except as permitted under the Code, TRG shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If TRG receives information that is part of an Academy student's education records, TRG 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. TRG will be solely responsible for its acts and the acts of its agents, employees, and subcontractors. No provision of this Agreement shall predetermine the Academy Board's course of action in choosing to assert or not assert governmental immunity.

**E. Bankruptcy Notice.** TRG shall notify the Academy Board if any principal or



officer of TRG, or TRG as a corporate entity (including any related organizations or organizations in which a principal or officer of the TRG served as a principal or officer), has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

### ARTICLE III

#### **FUNCTIONS TO BE PERFORMED BY THE CONTRACTOR**

In consideration of the management fee paid by the Academy, TRG shall perform the-following:

**A. Responsibility.** TRG shall be responsible, and accountable to the Academy, for the management, operation and performance of the Academy.

**B. Educational Program.** The educational program and the program of instruction shall be designed by TRG in cooperation with the Academy, and may be adapted and modified from time to time with prior Board approval and in conjunction with the Contract amendment process established by the Authorizer, it being understood that an essential principle of a successful, effective educational program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and TRG are interested in results and not in inflexible prescriptions.

It is understood by TRG and the Academy that the Authorizer's metrics of educational performance, and growth towards those metrics, is essential and constitutes a high performing school (metrics listed in below). It is also understood that the public metric of



measurement is the State designated assessment, and that continued growth and comparison of first the composite district, second the state, and third school of excellence benchmarks is the desired goal. TRG in cooperation with the Academy will work toward attainment of these educational performance metrics.

### Measurement 1: Student Achievement

This measurement is tied to Trillium Academy's charter contract with CMU and will adjust as the charter contract measurements are amended by CMU.

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

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

Grade	MAP National Norms	
	Reading	Math
3	198.6	203.4
4	205.9	213.5
5	211.8	221.4
6	215.8	225.3



7	218.2	228.6
8	220.1	230.9

## Measurement 2: Student Growth

This measurement is tied to Trillium Academy's charter contract with CMU and will adjust as the charter contract measurements are amended by CMU.

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

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



### Measurement 3: Graduation and Post-Secondary Success

The measurements in the tables are tied to Trillium Academy's charter contract with CMU and will adjust as the charter contract measurements are amended by CMU.

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

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) in Evidence-Based	Reading and Writing (EBRW) and Math. For EBRW, distribution (which will be in the form of percentages): Exceeds > 70.0% Meets > 60.0% Approaching > 50.0% Does not meet <= 50.0% For Math, distribution (which will be in the form of percentages): Exceeds > 50.0% Meets > 40.0% Approaching > 30.0% Does not meet < 30.0%	PSAT 9 EBRW: 60% Math: 40%
			PSAT 10 EBRW: 60% Math: 40%
			SAT 11 EBRW: 60% Math: 40%
In the event that performance against the standard falls below these required expectations. "measurable progress towards the achievement of this goal" will be defined using the following measures and targets:			
Over Time:	The percentage of students meeting or surpassing grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of -x to +x): Exceeds > 6.0% Meets > 3.0% Approaching > 1.0% Does not meet < 1.0%	3.0%
Comparison Measure:	The percentage of students meeting or surpassing grade-level 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 > 10.0% Meets > 5.0% Approaching > 0.0% Does not meet < 0.0%	5.0%

Grade	College Readiness Benchmarks		
	TEST	EBRW	MATH
9	PSAT	410	450
10	PSAT	430	480
11	SAT	480	530

- Graduation Rate: High school graduation will meet or exceed 90%.





- **Post-Secondary Student Planning:** The percentage of students who apply to a 2-year college, 4-year college, trade school, or has a post-secondary plan will meet or exceed 90%.
- **Post-Secondary Applications:** The percentage of students that are accepted to their choice of post-secondary planning will meet or exceed 90%.
- **The percent of graduates who attend a post-secondary 2-year college, 4-year college, or trade school will meet or exceed 60%.**

#### **Measurement 4: Strategic Plan**

- Achievement of the annual metrics established in the Board-approved strategic plan: meet or exceed 75% of the annual metrics across all pillar goals and objectives. Consideration will be taken for events that impact the achievement goals outside the control of TRG or the Academy.

**C. Strategic Planning.** TRG and the Academy Board shall meet two times per year to develop or enhance the current strategic plan.

**D. Public Relations.** TRG shall design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for joint implementation by the Academy and its Board.

**E. Services.** The services TRG will provide the Academy include, but are not limited to the following:

#### **Operational Public School Academy Services**

##### **1. Financial**

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- Create proposed budget for Board approval
  - Create amendments to approved budget for Board approval, as appropriate
  - Maintain accurate financial records
  - Provide monthly financial statements to the board
  - Payments of expenditures in accordance with the board approved budget
  - Obtain state aid note, as necessary
  - Obtain debt facility financing, as necessary
  - Facilitate and participate in audits, as required
  - Apply and manage grant funds
2. Educational Planning
- Implement educational program based on developing college and career readiness in all students K-12 in the 21<sup>st</sup> Century. Academic Excellence, Disciplined Artistry, and Strong Character Values will be implemented through research-based best practices as designed by Doug Lemov's Teach Like a Champion coupled with integration of arts. The achievement of this educational program will be measured by the attainment of the Academy's mission specific goals and strategic plan.
  - Provide structure, training, and supervision of implementation of entire educational program from designating appropriate staff, integrating teaching pedagogy, designing supplemental programs such as intervention, support, special ed., arts, extra-curricular, etc., selecting resources, determining implementation requirements, and providing guidance and feedback to the Academy.
  - Supervise and assist in writing of all State and Authorizer required educational reporting including but not limited to the School Improvement Plan and Consolidated Application.
  - Provide in cooperation with Academy's expansion needs or updates a curriculum framework aligned to the State and Common Core standards and benchmarks.
  - Provide assessment structures used to ensure growth and attainment of student achievement metrics.
  - Maintain accreditation through NCA-CASI.
  - Work with the Academy on achievement of standards as set forth by school of excellence.

3. Human Resources



- Staff Development
    - Workshops and seminars
    - Professional Growth activities
  - Compensation
    - Develop salary schedules
    - Select benefit packages
    - Determine retirement options
  - Recruitment, Onboarding, Termination
4. Problem Solving
- Personnel issues
  - Conflict resolution
  - Student/parent/teacher issues
5. Compliance Requirements
- Membership reports
  - Annual reports
  - Annual audits
  - Required CMU reporting
  - Required state, federal and local reporting
6. Equipment/Furniture
- Assessment of need
  - Follow bid requirements established by the Code
  - Finalize procurement
  - Maintain 5 year facility plan
7. Contracted Services (as needed)
- Maintenance (building)
  - Cleaning supplies/equipment
  - Snow removal
  - Lawn service
  - Painting
  - Landscaping
  - Parking lot maintenance
  - Playground equipment
  - Athletic equipment
  - Others as identified and needed



8. Annual board reporting of above functions
- July
    - Staff Turnover
    - Review Strategic Plan – Team Excellence
  - August
    - School Improvement Plan
    - Review Strategic Plan – Team Excellence
  - September
    - Enrollment
    - Review Strategic Plan – Community Engagement
  - October
    - Audit results
    - Count day/Enrollment
    - Review Strategic Plan – Community Engagement
  - November
    - Budget Amendment 1 as needed
    - NWEA MAP Fall – November
    - Review Strategic Plan - Sustainability
  - December
    - Review Strategic Plan - Sustainability
  - January
    - Review Strategic Plan – College Focused Academics
  - February
    - Count day/Enrollment
    - Review Strategic Plan – College Focused Academics
  - March
    - Budget Amendment 2 as needed
    - NWEA MAP Winter – February/March
    - Review Strategic Plan – College Focused Academics
  - April
    - Review Strategic Plan – Character Values
  - May
    - New Budget for the upcoming year
    - Review Strategic Plan – Character Values
  - June
    - Budget Amendment 3 as needed
    - NWEA MAP Spring – June
    - Review Strategic Plan – Arts and Student Passions
  - State Test Results – Designated State Release
  - Senior Admin Team – Quarterly Reports and designated



## reporting

Assets provided, or caused to be provided, to the Academy by TRG with funds TRG has received from sources other than the Academy under Article V shall remain the property of TRG or the providing entity unless agreed in writing to the contrary. All acquisitions made by TRG for the Academy with funds TRG has received pursuant to Article V including, but not limited to, instructional materials, equipment, supplies, furniture, computers and technology, shall be owned by and remain the property of the Academy. The Board shall retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment. In the event that TRG purchases supplies, materials, or equipment from third parties as the agent of or on behalf of the Academy, TRG shall provide that such equipment, materials and supplies shall be and remain the property of the Academy. TRG shall comply with the 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 such purchases directly from a third party supplier or vendor. TRG certifies that there shall be no markup of costs for supplies, materials, or equipment procured from third parties by TRG at the request of or on behalf of the Academy.

- F. **Subcontracts.** TRG reserves the right to subcontract any and all aspects of all other services it agrees to provide to the Academy, including, but not limited to transportation, food service, payroll and/or any computer services with the prior



approval of the Academy Board. TRG shall not subcontract the management, oversight, staffing, or operation of the teaching and instructional program, except as specifically permitted herein or with the prior approval of the Academy Board. Any services to be provided by the ESP that are included in the management fee but are performed by a subcontractor shall not be charged to, reimbursed by, or passed through as an additional cost to the Academy.

- G. Place of Performance.** TRG reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off site, unless prohibited by state or local law.
- H. Student Recruitment.** TRG and the Academy shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies. Application by or for students shall be voluntary, and shall be in writing. Students shall be selected in accordance with the procedures set forth in the Academy's Contract and in compliance with the Code and other applicable law.
- I. Legal Requirements.** TRG shall assist in providing educational programs that meet federal, state, and local laws and regulations, and the requirements imposed under the Code and the Academy's Contract, unless such requirements are, or have been waived.
- J. Rules and Procedures.** TRG shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce



such rules, regulations and procedures adopted by the Academy Board.

- K. School Years and School Day.** The school year and the school day shall be scheduled as required by law and the Academy's Contract.
- L. Additional Grades and Student Population.** TRG in connection with the Academy Administrator shall make the recommendation to the Academy Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Academy's Contract.
- M. Data Security Breach.** TRG shall promptly report to the Board, not later than the first business day following discovery, any use or disclosure of personally identifiable information from the Academy's education records or other information not suitable for public release (collectively, Covered Data or Information ("CDI")) that is not authorized by this Agreement or Applicable Law. TRG agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what TRG has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, TRG has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action TRG has taken or shall take to prevent future similar unauthorized use or disclosure.



TRG shall provide such other information as reasonably requested by the Academy Board. TRG shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

#### **ARTICLE IV**

##### **OBLIGATIONS OF THE BOARD**

The Academy shall exercise good faith in considering the recommendations of TRG and the Academy Administrator including, but not limited to their recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fundraising, public relations and school entrepreneurial affairs. TRG does understand all of these decisions remain the responsibility of the Academy Board and may not be delegated directly to TRG.

#### **ARTICLE V**

##### **FINANCIAL ARRANGEMENTS**

**A. Compensation for Services.** From **July 1, 2020** through **June 30, 2023**, the Academy shall pay TRG a capitation fee of an amount equal to nine (9%) percent, based upon all of the funds that the State of Michigan determines the Academy is entitled to receive pursuant to the State School Aid Act of 1979, as amended, for the particular eligible students enrolled in the Academy (“SSA”) with the exception of the 31A –At Risk, Title I, IIA, IID, Title III, Title IV and Title V





program funds. The SSA may change according to overall changes in the student allocations by the State of Michigan. Such fee shall not be less than \$400,000 nor exceed \$800,000 in any one academic year of the Academy. The SSA may change according to overall changes in the student allocations by the State of Michigan.

**B. No Related Parties or Common Control.** TRG will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. The Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and TRG that none of the voting power of the governing body of the Academy will be vested in TRG or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of TRG will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and TRG will not employ the same individuals. Further, the Academy and TRG will not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended. No TRG owner, officer, director or employee shall be designated as 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. A TRG employee may assist the CAO in carrying out their duties.

- C. Payment of Costs.** In addition to the fee described in this Section, the Academy shall reimburse TRG for all costs incurred and paid by TRG in providing the Educational Program and other goods and services, pursuant to Articles III, V, VI, and XI of this Agreement, at the Academy upon properly presented documentation and approval by the Academy Board provided such costs are consistent with the Academy budget approved by the Academy Board. Such costs include, but are not limited to, advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of TRG employees assigned to the Academy to provide goods and services to the Academy, building payments, maintenance, capital improvements and subcontractor fees. In paying costs on behalf of the Academy, TRG shall not charge an added fee. The Academy shall not reimburse TRG for any costs incurred or paid by TRG as a result of services provided or actions taken pursuant to Articles I, II, IV, VII, VIII (except as otherwise specifically indicated), IX, X, XII and XIII of this



Agreement. The Academy Board may pay or reimburse TRG for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to TRG for the fees or expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification at its next regularly scheduled meeting. No corporate costs of TRG shall be charged to, or reimbursed by, the Academy.

**D. Time and Priority of Payments.** The fee due to TRG shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. TRG shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each school year and ending in August of each school year. Such installment amounts shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA. Payments due and owing to TRG shall be made by the Academy to TRG on or before the last day of each month.

**E. Other Revenue Sources.** In order to supplement and enhance the school aid payments received from the State of Michigan, and improve the quality of education, the Academy and TRG shall endeavor to obtain revenue from other sources. In this regard:

(1) The Academy and/or TRG shall solicit and receive grants and donations



consistent with the mission of the Academy.

- (2) Academy and/or TRG may apply for and receive grant money, in the name of the Academy subject to the prior approval of the Board.
- (3) To the extent permitted under the Code and approved by the Academy Board, TRG 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. TRG and the Academy will split all revenue collected, in a proportion agreed upon by the parties in advance of TRG conducting such programs, less expenses to the Academy caused by such programs, if not prohibited by law.

**F. Other Institutions.** The Academy acknowledges that TRG may enter into similar management agreements with other public or private educational schools or institutions (“Institutions”). TRG shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If TRG incurs authorized reimbursable expenses on behalf of Academy and other Institutions which are incapable of precise allocation between the Academy and such Institutions, to the extent permitted under applicable law, then TRG, shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the parties. All



grants or donations received by the Academy or by TRG for the specific benefit of the Academy, shall be used solely for the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of TRG.

**G. Reporting.** TRG shall provide the Academy with:

- (1) All information the Academy's auditors reasonably request.
- (2) Reports on Academy operations, finances, and student performance, upon request of the Academy, the Authorizer or the State of Michigan.
- (3) Level of compensation and fringe benefits of employees assigned to the Academy.
- (4) Other information on a periodic basis to enable the Academy to monitor TRG's educational performance and the efficiency of its operations of the Academy.
- (5) Monthly financial statements that (at a minimum) include: a balance sheet, and an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances.

**H. Access to Records.** TRG shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of TRG, and, unless required by law to be retained for a longer



period, retain all of said records for a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. All financial, educational and student records pertaining to the Academy are Academy property. Such records are subject to the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities or directly accessible at the Academy facility and shall be maintained in accordance with the policies of the Michigan Department of Education. Except as permitted under the Contract and Applicable Law, no ESP agreement shall restrict the University's or the public's access to the Academy's records. All records shall be kept in accordance with applicable State and Federal requirements. All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly accessible at the Academy facility. TRG and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. On an annual basis, TRG shall provide the Academy Board all of the same information that a school district is required to disclose under section 18(2) of the State School Aid Act, MCL 388.1618(2), for the most recent school fiscal year in which the information is available. Within thirty (30) days of receiving the information under section 18(2), the Academy Board shall make this information publicly available on its website, in a form and manner prescribed by the Michigan Department of



Education.

- I. **Review of Budget.** The Academy Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy.
- J. **Annual Audit.** The Academy Board shall select, retain, and pay for an annual financial audit in accordance with the Contract and applicable state law. TRG shall cooperate with said auditor and will make sure that all Academy financial and other records and all finance and other records of TRG related to the Academy will be made available to the Academy, the Academy's independent auditor, and the Center upon request.
- K. **Payment of Academy Funds.** TRG or any employee of TRG shall not be a signatory on any Academy Board account. No provision of this Agreement shall alter the Academy 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. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employee(s). All interest income earned on Academy depository accounts shall accrue to the Academy.

## ARTICLE VI

### **PERSONNEL & TRAINING**

- A. **Personnel Responsibility.** Subject to the Contract, and Academy Board policies, TRG shall, in cooperation with the Academy, recommend to the Academy Board



staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Contract. The Academy and TRG agree that TRG has all the rights, discretion and authority required by law to constitute an “employer” as defined in 29 U.S.C. §152(2) of the National Labor Relations Act and is subject to the jurisdiction of the National Labor Relations Board. The Academy Board reserves the right to have TRG personnel placed elsewhere by TRG if the Academy is dissatisfied with their performance. TRG shall not have contracts with staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) which contain non-compete agreements of any nature.

- B. Principal.** Because the accountability of TRG to the Academy is an essential foundation of this partnership, and because the responsibility of the leadership is critical to its success, the Superintendent and Principal will be employees of TRG. TRG will work in partnership with the Board in selection of the Superintendent. Specific to the Principal, TRG and the Superintendent will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The Superintendent and Principal with TRG, in turn, will have similar authority to select and hold accountable the teachers in the Academy. In regard to Board





reporting and correspondence, the Superintendent will be the main contact with the board and will report monthly updates as designated. The Principal and other members of the Administrative Team will report out at board meetings as designated by the reporting structure. The Principal, Superintendent and TRG will collaborate and attend each board meeting.

- C. **Teachers.** Subject to the Contract and Academy Board policies, and from time to time thereafter, TRG shall recommend to the Academy Board the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. Thereafter, the Academy Board shall determine the number and applicable grade levels and subjects of the Academy. TRG shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy Board and the Contract. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy and set forth by the Contract. Such teachers may, in the discretion of TRG, work at the Academy on a full or part time basis, provided that if teachers work at the Academy on a part time basis, such teachers' salaries and benefits shall be pro-rated in the Academy's budget. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by TRG. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code and shall have undergone a criminal background and record check and unprofessional conduct check, as



required under the Code for teachers who are employees of the Academy.

- D. Support Staff.** TRG shall recommend the number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel, and the like.
- E. Employer of Personnel.** Except as specified in this Agreement, all teaching and instructional personnel performing functions on behalf of the Academy shall be employees of TRG. Compensation of all employees of TRG shall be paid by TRG. For purposes of this Agreement, “Compensation” shall include salary, fringe benefits, and state and federal tax withholdings. TRG accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, worker’s compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations irrespective of whether the ESP receives an advancement of its costs or the payment of services from the Academy. Unless required by applicable statute, court or administrative decision, or Attorney General’s opinion, TRG shall not make payments to the Michigan Public School Employees’ Retirement System or any other public retirement system on behalf of its employees. TRG shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees, as if it were a public school academy under the Code and evidence of the same shall be stored, in physical form, at the Academy



or directly accessible at the Academy facility. Teachers employed by TRG shall not be considered teachers for purposes of continuing tenure under MCL § 38.71 *et seq.*

- F. **Training.** TRG shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. The implementation of the educational program is based on developing college and career readiness in all students K-12 in the 21<sup>st</sup> Century. Academic Excellence, Disciplined Artistry, and Strong Character Values will be implemented through research-based best practices as designed by Doug Lemov's Teach Like a Champion coupled with integration of arts. The achievement of this educational program will be measured by the attainment of the Academy's mission specific goals. Such methodology shall at a minimum use a train the trainer model for TRG's teaching staff to utilize their own professional abilities to provide in-service training to each other. Instructional personnel will receive at least the minimum number of professional development hours as required under the Code. Non-instructional personnel shall receive such training as TRG determines as reasonable and necessary under the circumstances to fulfill the requirements for the implementation of the educational program.

## ARTICLE VII

### **ADDITIONAL PROGRAMS**

- A. **Additional Programs.** The services provided by TRG to the Academy under this



Agreement consist of the Education Program during the school year and school day as set forth in the Contract. With prior approval of the Academy Board, TRG may provide additional programs including, but not limited to, adult and community education, summer school, and other special programs. In such cases where TRG is responsible for the cost of providing such additional programs, TRG and the Academy will split, in a proportion agreed upon by the parties in advance of TRG conducting such programs, with the Academy all revenues collected, less expenses to the Academy caused by such programs.

- B. Food Service and Transportation.** TRG will not initially provide transportation services to students at the Academy. If approved by the Academy Board, the students will be provided a catered lunch program under the normal school lunch program.

## ARTICLE VIII

### TERMINATION OF AGREEMENT

- A. Termination By TRG.** TRG may terminate the Agreement, in accordance with the Authorizer's Educational Service Provider Policies, with cause prior to the end of the term specified in Article I in the event the Academy fails to remedy a material breach with thirty (30) days after notice from TRG. A material breach may include, but is not limited to, failure to make payments to TRG as required by this Agreement, or unreasonable failure to adhere to the personnel, curriculum, program, or similar material recommendations of TRG.



- B. Termination by the Academy.** The Academy may terminate this Agreement, in accordance with the Authorizer’s Educational Service Provider Policies, with cause prior to the end of the term in the event that TRG should fail to remedy a material breach within thirty (30) days after notice from the Academy. Material breach may include, but is not limited to, violation of this Agreement, violation of Academy’s Contract with the Authorizer, failure to account for its expenditures or to pay operating costs (providing funds are available to do so), or unreasonable failure to meet performance standards. Any action or inaction by TRG that is not cured within sixty (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, termination or suspension by Central Michigan University is a material breach.
- C. Change in Law.** If any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiating of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within thirty (30) days after the notice, the party requiring the renegotiation may terminate this Agreement, in accordance with the Authorizer’s Educational Service Provider Policies as outlined in Section D below.
- D. Transition.** Termination of the ESP Agreement mid-year is strongly discouraged.



The Academy Board and TRG should make all efforts necessary to remedy a breach of the ESP Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and TRG agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. TRG shall perform this transition in a similar manner as described under Article VIII, Section E based upon completion of the then-current school period.

**E. Expiration.** Upon expiration of this Agreement at the completion of the Contract term and where there is no renewal, or upon the termination of this agreement, whether with or without cause in accordance with the Authorizer's Educational Service Provider Policies, TRG shall have the right to (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided to the Academy at TRG's expense and not paid for by the Academy, or (b) receive payment for any such property, at the sole option of the Academy. If the Academy chooses to purchase such property, the purchase price shall be either fair market value of such property determined as of the effective date of the termination or expiration of this Agreement or the depreciated cost of such property, whichever is less. Fixtures and building alterations shall become the property of the building owner.

**F. Termination or Expiration.** Upon termination or expiration of this Agreement,



or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, TRG shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new 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.

- G. Revocation or Termination of 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.

**H. Amendment Caused by Academy Site Closure or Reconstitution.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued 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, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and TRG shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

## ARTICLE IX

### PROPRIETARY INFORMATION

**A. Proprietary Information.** The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by TRG at the direction of the Academy Board with Academy funds. TRG owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by





TRG, curriculum and educational materials developed by TRG not using funds from the Academy. TRG and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and TRG each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. TRG's educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.

- B. Required Disclosure.** The Academy Administrator shall be permitted to report any new teaching techniques or methods of revisions to known teaching techniques or methods to the Academy Board and to the State Board of Education, which techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) of the Code, notwithstanding anything contained in this Article IX to the contrary.

## ARTICLE X

### INDEMNIFICATION

- A. Indemnification.** To the extent permitted by law, the Academy shall indemnify and save and hold TRG and all if its employees, officers, directors,



subcontractors, and agents (collectively “TRG Representatives”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by TRG or any of its TRG Representatives in the event of any claim that this Agreement or any part thereof is in violation of law; 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, the Academy shall reimburse TRG for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. TRG shall indemnify and save and hold the Academy and all if its employees, officers, directors, subcontractors, and agents (collectively “Academy Representatives”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Academy or any of its Academy Representatives in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by TRG with any agreements, covenants, warranties, or undertakings of TRG 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, TRG shall reimburse the Academy for any and all legal expenses and costs associated with



the defense of any such claim, demand, or suit.

**B. 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, TRG hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with University Board’s approval of the Academy’s application, the University Board’s consideration of or issuance of a Contract, TRG’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 TRG, or which arise out of TRG’s failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against TRG to enforce its rights as set forth in this section of the Agreement.

## **ARTICLE XI**

### **INSURANCE**

TRG shall secure and maintain insurance coverage as required by the Michigan

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7877 Stead, Suite 100 | Utica | Michigan | 48317  
Phone: 586.731.5300 | Fax: 586.731.5307 | TheRomineGroup.com

*\*Helping individuals and organizations reach their full potential through sound business and educational practices.\**



Universities Self Insurance Corporation (“M.U.S.I.C.”) and the Contract. The Academy shall maintain insurance coverage in the amounts required by M.U.S.I.C. and the Contract. The Academy shall also maintain such insurance as shall be necessary to indemnify TRG as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. TRG shall comply with any information or reporting requirements applicable to the Academy under the Academy’s policy with its insurer(s), to the extent practicable. TRG insurance shall include coverage for sexual molestation or abuse, will list the Academy as an additional named insured and shall not be changed, revoked or modified absent thirty (30) days notice to the Academy and Authorizer. In the event the University or M.U.S.I.C. requests any change in coverage by TRG, TRG agrees to comply with any change in the type or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change.

## ARTICLE XII

### WARRANTIES AND REPRESENTATIONS

The Academy and TRG each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and TRG mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it,



which if adversely determined, would have a material adverse affect on its ability to perform its obligations under this Agreement.

## ARTICLE XIII

### MISCELLANEOUS

- A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understanding between the Academy and TRG.
- B. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract 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 part's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. **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:

### **With a copy to:**

---

7877 Stead, Suite 100		Utica		Michigan		48317
Phone: 586.731.5300		Fax: 586.731.5307		TheRomineGroup.com		



Trillium Academy  
15740 Racho Road  
Taylor, MI 48180  
Attn. President, Board of Directors

George Butler  
Dickinson Wright PLLC  
500 Woodward Ave.  
Suite 4000  
Detroit, MI 48226

The Romine Group, Inc.  
  
Corporate Headquarters  
7877 Stead Street  
Utica, Michigan 48317  
Attention: Paul C. Romine

Davis, Burket, Savage, Listman,  
Brennan  
10 N. Main Street  
Suite 401  
Mt. Clemens, MI 48043  
Attention: John L. Burket

- D. Severability.** The invalidity of any of the covenants, phases, 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, phase, or clause had not been contained in this Agreement.
- E. Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- F. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representatives of each party and is done in a manner consistent with Authorizer's Educational Service Provider Policies. Said amendment shall not be contrary to this Section and it must be accompanied by a Legal Opinion.
- G. Non-Waiver.** No failure of either party in exercising any right, power, or



privilege under this Agreement shall affect such right, power, or privileges, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

- H. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party and prior notification to the Authorizer. Any assignment must also be done in a manner consistent with the Authorizer's Educational Service Provider Policies.
- I. **Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.
- J. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the law of the State of Michigan.

The parties have executed this Agreement as of the day and year first above written.

THE ROMINE GROUP, INC.

TRILLIUM ACADEMY

BY: GREG LATROP

ITS: PRESIDENT

DATE: 6-24-20

BY: Heather Gardner

ITS: President

DATE: 6/30/20

**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 Plan..... 6-4

Mortgage Agreement ..... 6-5

Bond Purchase Agreement..... 6-35

Certificates of Use and Occupancy ..... 6-72

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 Trillium Academy (the "Academy") is as follows:

Address: 15740 Racho Rd.  
Taylor, MI 48180

Description: The Site includes a two-story facility that is approximately 71,300 square feet. The facility contains 40 classrooms, which includes two art rooms, two music rooms, a drama room, two resource rooms and two science labs. The facility also contains a tech room, a media center with a computer lab, 17 restrooms, two locker rooms with restrooms inside, two gymnasiums, a theater with a stage, a mechanical room and several offices and storage areas. The Site also includes a baseball diamond, play areas and a large paved parking lot.

Configuration of Grade Levels: Kindergarten through Twelfth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Taylor School District  
ISD: Wayne RESA

3. It is acknowledged and agreed that the following information 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.









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**MORTGAGE**

**TRILLIUM ACADEMY**  
as Mortgagor

to

**U.S. BANK NATIONAL ASSOCIATION**  
as Mortgagee

---

**RELATING TO:**

**\$10,335,000**  
**TRILLIUM ACADEMY**  
**Public School Academy Revenue and Refunding Bonds, Series 2019**

Dated as of April 1, 2019

Prepared by, and when recorded,  
return to:

James M. Crowley, Esq.  
Miller, Canfield, Paddock and Stone, P.L.C.  
150 W. Jefferson Ave., Ste. 2500  
Detroit, Michigan 48226

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## **MORTGAGE**

THIS MORTGAGE ("Mortgage") is made as of April 1, 2019, by and between TRILLIUM ACADEMY, as Mortgagor ("Mortgagor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, in its capacity as bond trustee for the Bonds (as defined below), as Mortgagee ("Mortgagee").

### **PRELIMINARY STATEMENTS**

A. Pursuant to the Trust Indenture, dated as of April 1, 2019 (the "Trust Indenture"), between Mortgagor and U.S. Bank National Association, as trustee under the Trust Indenture, Mortgagor is issuing its Public School Academy Revenue and Refunding Bonds, Series 2019 in the aggregate principal amount of \$10,335,000 (the "Bonds") for the purposes set forth in the Trust Indenture. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Trust Indenture.

B. Pursuant to the Trust Indenture, certain state school aid payments have been pledged and assigned by Mortgagor to Mortgagee for the payment of the principal of and interest on the Bonds.

C. The Bonds are secured by the Trust Estate (as defined in the Trust Indenture), including a lien on and security interest in the Mortgaged Estate (defined below) pursuant to this Mortgage, granted by Mortgagor.

### **GRANTING CLAUSES**

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Mortgagor hereby irrevocably grants a security interest in, mortgages, warrants, grants, bargains, sells, transfers, conveys and assigns to Trustee and to its assigns forever, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY, for the benefit and security of Mortgagee, under and subject to the terms and conditions hereinafter set forth, all of Mortgagor's estate, right, title and interests in, to and under any and all of the following property now owned, together with all cash and noncash proceeds thereof, which may be referred to herein as the "Mortgaged Estate:"

#### **LAND**

The real property located in the County of Wayne, State of Michigan (the "State"), described in Exhibit A attached hereto and by this reference incorporated herein (the "Land");

#### **IMPROVEMENTS**

Any and all buildings, structures, fixtures and improvements existing or to be constructed on the Land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (collectively, the "Improvements" and, together with the Land, the "Real Property");

MORTGAGE  
Trillium Academy, Series 2019 Bonds

## **RENTS, REVENUES AND DERIVATIVE INTERESTS**

All rents, issues, profits and royalties derived from the Real Property and the operation thereof (collectively the "Revenues"); all estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Real Property or any portion thereof now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Mortgagor in and to all options to purchase or lease the Real Property or any portion thereof or interest therein, and any greater estate therein now owned; all interests, estate or other claims, both in law and in equity, which Mortgagor now has in the Real Property or any portion thereof or interest therein; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, all right, title and interest of Mortgagor, now owned, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Property (all of the foregoing in this paragraph being, collectively, the "Derivative Interests" and, together with the Real Property, the "Project");

## **INTANGIBLES**

All of Mortgagor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, plans, specifications, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Project, whether now existing or entered into or obtained after the date hereof, all existing and future names under or by which the Project or any portion thereof may at any time be operated or known (the "Intangibles");

## **CLAIMS AND AWARDS**

All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Project or Intangibles and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Project or Intangibles including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and

## **PROCEEDS**

All of the rents, revenues, issues, profits, products and proceeds of any and all of the foregoing.

A security interest is granted by this Mortgage in that portion of the Mortgaged Estate which constitutes personalty pursuant to and as set forth in Article IV hereof.

TO HAVE AND TO HOLD the Mortgaged Estate hereby granted or mortgaged or intended to be granted or mortgaged, unto Trustee, and its successors in trust, heirs and assigns, upon the terms, provisions and conditions set forth herein in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Secured Obligations (as hereinafter defined) hereby shall be paid when due, and if Mortgagor shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Mortgage expressed to be kept, performed by and observed by or on the part of Mortgagor, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void, but otherwise shall be and remain in full force and effect.

THIS MORTGAGE SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(i) Payment of indebtedness evidenced by the Bonds and all replacements, renewals, amendments, extensions, substitutions and modifications thereof bearing interest and being payable as provided therein;

(ii) Payment of all indebtedness and performance of all obligations and covenants of Mortgagor under the Trust Indenture and each agreement of Mortgagor incorporated by reference therein or herein, or contained therein or herein;

(iii) Payment of all of the principal of and interest on any future advances under the Trust Indenture, this Mortgage, and any other instrument or other document given to evidence or further secure the payment and performance of any of the obligations thereunder; and

(iv) Payment of all other indebtedness and performance of all other obligations and covenants of Mortgagor contained in any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby;

The indebtedness and the obligations secured by this Mortgage which are described in (i) through (iv) above may be referred to herein as the "Secured Obligations."

It is the intention of the parties hereto that the Mortgaged Estate shall secure all of the Secured Obligations presently or hereafter owed, and that the priority of the security interest created by this Mortgage for all such Secured Obligations shall be controlled by the time of proper recording of this Mortgage. In addition, this Mortgage shall also secure unpaid balances of advances made with respect to the Mortgaged Estate for the payment of taxes, assessments, insurance premiums, costs or any other advances incurred for the protection of the Mortgaged Estate, together with interest thereon until paid, all as contemplated in this Mortgage, all of which shall constitute a part of the Secured Obligations. This paragraph shall serve as notice to all persons who may seek or obtain a lien on the Mortgaged Estate subsequent to the date of recording of this Mortgage, that until this Mortgage is released, any debt owed by Mortgagor under the Trust Indenture, including advances made subsequent to the recording of this Mortgage, shall be secured with the priority afforded this Mortgage as recorded.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Mortgaged Estate is to be held and disposed of by Trustee, upon and subject to the provisions of this Mortgage.

## ARTICLE I

### REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby represents, warrants, covenants and agrees:

**Section 1.01. Payment of Secured Obligations.** Mortgagor hereby grants this Mortgage to secure the payment and performance when due of the Secured Obligations. The consideration received by Mortgagor to execute and deliver this Mortgage and the liens and security interests created herein is sufficient and will provide a direct economic benefit to Mortgagor.

**Section 1.02. Title of Mortgagor.** Mortgagor has, subject to the matters set forth as exceptions in the loan policy of title insurance to be provided to Mortgagee in connection with this Mortgage as well as those exceptions provided in the attached Exhibit B (the "Permitted Encumbrances"), in its own right, good, marketable and indefeasible title in fee simple to the Mortgaged Estate, which is free from encumbrance superior to the encumbrance of this Mortgage, and has full right, power and authority to execute and deliver this Mortgage and to make the conveyances and grant the interests and security contemplated hereby. This Mortgage constitutes a valid first lien upon and security interest in the Mortgaged Estate, subject only to the Permitted Encumbrances.

#### **Section 1.03. [Reserved]**

**Section 1.04. Maintenance; Repair; Alterations.** Mortgagor shall: (i) keep the Mortgaged Estate in good condition and repair, subject to reasonable and ordinary wear and tear; not remove, demolish or substantially alter (except such alterations as may be required by applicable laws, ordinances or regulations or as permitted under the Trust Indenture) any of the Improvements; (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Land and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, subject to the provisions of Section 1.07 hereof, and pay when due all claims for labor performed and materials furnished therefor; (iii) comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Estate or any part thereof or requiring any alterations or improvements; (iv) not commit or permit any waste or deterioration of the Mortgaged Estate; (v) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; (vi) comply with the provisions of any lease, if this Mortgage is on a leasehold; (vii) use the Mortgaged Estate and continue to cause the Mortgaged Estate to be used as permitted under applicable law; and (viii) not commit, suffer or permit any act to be done in or upon the Mortgaged Estate in violation of any applicable law, ordinance or regulation.

**Section 1.05. Required Insurance.** Mortgagor shall provide, maintain and keep at all times in force those policies of insurance required in the Trust Indenture.

#### **Section 1.06. Delivery of Insurance Policies; Payment of Premiums.**

(a) All policies of insurance shall be issued by companies and in amounts as required by the provisions of the Trust Indenture.

(b) In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee evidence of the policies of insurance required by the Trust Indenture, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums, together with interest thereon, shall be secured by this Mortgage.

(c) Upon occurrence of an Event of Default, Mortgagee shall apply any sums or amounts received pursuant hereto, or as Revenues or income of the Mortgaged Estate or otherwise, as required under the Trust Indenture. The receipt, use or application of any such sums by Mortgagee hereunder shall not be construed to affect the maturity of any Secured Obligation or any of the rights or powers of Mortgagee under the terms of the Trust Indenture or any of the obligations of Mortgagor under the Trust Indenture. Notwithstanding the application of such sums to the payment of a portion of the Secured Obligations, any unpaid portion of the Secured Obligations shall remain in full force and effect, and Mortgagor shall not be excused in the remaining payment thereof.

**Section 1.07. Insurance Proceeds.** After the occurrence of any casualty to the Mortgaged Estate or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee and each insurer and promptly submit a claim to such insurer(s) for payment of insurance proceeds. Proceeds of all insurance awards ("Insurance Proceeds") shall be held and disbursed as provided in the Trust Indenture. Notwithstanding the application of Insurance Proceeds to the payment of a portion of the Secured Obligations, any unpaid portion of the Secured Obligations shall remain in full force and effect, and Mortgagor shall not be excused in the payment thereof.

Except as provided below, nothing contained in this Mortgage shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Estate as provided in Section 1.04 hereof. The application or release by Mortgagee of any Insurance Proceeds shall not cure or waive any Event of Default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

**Section 1.08. Assignment of Policies Upon Foreclosure.** In the event of the foreclosure of this Mortgage, or other transfer of title to the Mortgaged Estate, or any part thereof, by nonjudicial foreclosure sale or deed in lieu of foreclosure, the purchaser of the Mortgaged Estate, or such part thereof, shall succeed to all of Mortgagor's rights, including any rights to unexpired insurance and unearned or returnable premiums, in and to all insurance policies required by Section 1.05 hereof, subject to limitations on assignment of blanket policies, and limited to such rights as relate to the Mortgaged Estate or such part thereof. If Mortgagee acquires title to the Mortgaged Estate, or any part thereof, in any manner, it shall thereupon (as between Mortgagor and Mortgagee) become the sole and absolute owner of the insurance

policies, and all proceeds payable thereunder with respect to the Mortgaged Estate, or such part thereof, required by Section 1.05 hereof, with the sole right to collect and retain all unearned or returnable premiums thereon with respect to the Mortgaged Estate, or such part thereof, if any.

**Section 1.09. Expenses; Indemnification; Waiver of Offset.**

(a) Mortgagor shall pay or reimburse Mortgagee for all reasonable expenses incurred by Mortgagee before and after the date of this Mortgage with respect to any and all transactions contemplated by this Mortgage including without limitation, the preparation of any document reasonably required hereunder or any amendment, modification, restatement or supplement to this Mortgage, the delivery of any consent, non-disturbance agreement or similar document in connection with this Mortgage or the enforcement of any of Mortgagee's rights. Such expenses shall include, without limitation, all reasonable title and conveyancing charges, recording and filing fees and taxes, mortgage taxes, intangible personal property taxes, escrow fees, revenue and tax stamp expenses, privilege taxes, use taxes, insurance premiums (including title insurance premiums), title search and title rundown charges, brokerage commissions, finders' fees, placement fees, court costs, surveyors', photographers', appraisers', architects', engineers', consulting professionals', accountants', and attorneys' fees and disbursements.

(b) If (i) any sale (or prerequisite to a sale), action or proceeding shall be commenced by Mortgagee (including but not limited to any sale of the Mortgaged Estate, or any action to foreclose this Mortgage or to collect the Secured Obligations), or any action or proceeding is commenced to which Mortgagee is made a party, or in which it becomes necessary to defend or uphold the rights granted by this Mortgage (including, without limitation, any proceeding or other action relating to the bankruptcy, insolvency or reorganization of Mortgagor or any other person or entity obligated hereunder), or in which Mortgagee is served with any legal process, discovery notice or subpoena, and (ii) in each of the foregoing instances such action or proceeding in any manner relates to or arises out of this Mortgage or issuance of the Bonds or acceptance of a guaranty from a guarantor of the Secured Obligations or any of the transactions contemplated by this Mortgage and such action or proceeding does not relate to or arise out of the gross negligence, breach of trust or willful misconduct of Mortgagee as applicable, then Mortgagor will immediately reimburse or pay to Mortgagee all of the expenses which have been or may be incurred by Mortgagee with respect to the foregoing (including reasonable counsel fees and disbursements), together with interest thereon, and any such sum and the interest thereon shall be included in the Secured Obligations and have the full benefit of this Mortgage, prior to any right, or title to, interest in or claim upon the Mortgaged Estate attaching or accruing to this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to sell the Mortgaged Estate, to foreclose this Mortgage, or to recover or collect the Secured Obligations, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

(c) To the extent permitted by law, Mortgagor shall indemnify and hold harmless Mortgagee and affiliates, and directors, officers, agents and employees and affiliates for,

from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to this Mortgage, the Mortgaged Estate or the occupancy, ownership, maintenance or management of the Mortgaged Estate by Mortgagor, including, without limitation, any claims based on the alleged acts or omissions of any employee or agent of Mortgagor except for such damages incurred due to the gross negligence, breach of trust or willful misconduct of Mortgagee or its affiliates, directors, officers, agents or employees. This indemnification shall be in addition to any other liability which Mortgagor may otherwise have to Mortgagee.

(d) Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Estate, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage except for such damages incurred due to the gross negligence, breach of trust or willful misconduct of Mortgagee.

(e) All sums payable by Mortgagor under this Mortgage shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the Secured Obligations of Mortgagor hereunder shall in no way be released, discharged or otherwise affected by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Estate or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagor, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagor, or by any court, in any such proceeding; or (v) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. To the extent permitted by law, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Secured Obligation. Notwithstanding the above, Mortgagor may maintain a separate suit regarding such matters.

#### **Section 1.10. Taxes and Impositions.**

(a) In accordance with the terms of the Trust Indenture, Mortgagor agrees to pay, prior to delinquency, all real and personal property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Mortgaged Estate or any part thereof, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Estate, or any part thereof, or upon any personal property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental and nongovernmental charges of like nature are hereinafter referred to as "Impositions").



(b) Subject to the applicable State law provisions, Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings in accordance with the terms of the Trust Indenture.

(c) Mortgagor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Estate as a single lien.

**Section 1.11. Utilities.** Mortgagor shall pay when due all utility charges which are incurred for the benefit of the Mortgaged Estate or any part thereof or which may become a charge or lien against the Mortgaged Estate for gas, electricity, water or sewer services furnished to the Mortgaged Estate and all other taxes, assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

**Section 1.12. Actions Affecting Mortgaged Estate.** Mortgagor shall appear in and contest any action or proceeding purporting to affect the title of Mortgagor in the Mortgaged Estate or any part thereof or security hereof or the rights or powers of Mortgagee; and Mortgagor shall pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Mortgagee may appear.

**Section 1.13. Actions by Mortgagee To Preserve Mortgaged Estate.** Should Mortgagor fail to make any payment or to do any act as and in the manner provided in this Mortgage, Mortgagee, in its sole discretion, and without notice to, or demand upon, Mortgagor and without releasing Mortgagor from any Secured Obligation, may make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee shall have, and is hereby given the right, but not the obligation: (i) to enter upon and take possession of the Mortgaged Estate; (ii) to make additions, alterations, repairs and improvements to the Mortgaged Estate which it may consider necessary or proper to keep the Mortgaged Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee may affect or appears to affect the security of this Mortgage or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Any such costs and expenses incurred by Mortgagee and any such amounts paid by Mortgagee shall be secured hereby with the same priority afforded this Mortgage as recorded. Mortgagor shall immediately upon demand therefor by Mortgagee pay all of the foregoing costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees provided, however, that Mortgagor shall not be liable to pay for any such costs or expenses incurred by Mortgagee due to the gross negligence, willful misconduct or breach of trust of Mortgagee or its affiliates, directors, officers, agents or employees.

**Section 1.14. Survival of Warranties.** Mortgagor shall fully and faithfully satisfy and perform the Secured Obligations. All representations, warranties and covenants of Mortgagor contained herein shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

**Section 1.15. Eminent Domain.** Should the Mortgaged Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee. Mortgagee may participate in any such Condemnation proceedings, and Mortgagor shall from time to time deliver to Mortgagee all instruments requested by Mortgagee to permit such participation. Mortgagor shall, at its sole cost and expense, diligently prosecute any such proceedings and shall consult with Mortgagee and its attorneys and experts, and cooperate with it in the carrying on or defense of any such proceedings. All proceeds of Condemnation awards or proceeds of sale in lieu of Condemnation with respect to the Mortgaged Estate and all judgments, decrees and awards for injury or damage to the Mortgaged Estate or any part thereof or interest therein shall be paid to Mortgagor or Mortgagee as provided in Section 7.04 of the Trust Indenture, and if to Mortgagee, shall be applied first to all reasonable costs and expenses incurred by Mortgagee in obtaining the proceeds. The balance of proceeds (referred to in the Trust Indenture as "Net Proceeds"), if any, shall be applied as directed by Mortgagor in accordance with the provisions of the Trust Indenture.

Mortgagor hereby assigns and transfers to Mortgagee, and agrees to execute such further assignments of, all such proceeds, judgments, decrees and awards as Mortgagee may request. Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgment, decree or award. Mortgagor hereby authorizes, directs and empowers Mortgagee, at its option and with notice to Mortgagor, on Mortgagor's behalf, or on behalf of the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor. Mortgagee shall not be, in any event or circumstance, liable or responsible for failure to collect or exercise diligence in the collection of any proceeds, judgments, decrees or awards unless such failure is due to Mortgagee's negligence, willful misconduct or breach of trust.

**Section 1.16. Additional Security.** In the event Mortgagee at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with or after any sale is made hereunder.

**Section 1.17. Additional Indebtedness.** Except as provided in the Trust Indenture and except for the Permitted Encumbrances, Mortgagor shall not further encumber the Mortgaged Estate or any portion thereof (including, without limitation, secured transactions under the Uniform Commercial Code in effect in the State, the "UCC").

**Section 1.18. Successors and Assigns.** This Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors,

successors and assigns. The covenants and agreements of Mortgagor contained herein shall apply to and be binding upon any successor owner of the Mortgaged Estate or any part thereof.

**Section 1.19. Inspections.** Mortgagee, or its agents, representatives or workmen, are authorized to enter upon notice of two Business Days to Mortgagor at any reasonable time upon or in any part of the Mortgaged Estate for the purpose of inspecting the same and all books, records and documents relating thereto, and for the purpose of performing any of the acts it is authorized to perform under the terms of the Trust Indenture.

**Section 1.20. Liens.** Mortgagor shall pay and promptly discharge, at Mortgagor's sole cost and expense, all liens, encumbrances and charges upon the Mortgaged Estate, or any part thereof or interest therein other than the Permitted Encumbrances. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall thereafter diligently and in good faith proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either, by paying the amount claimed to be due, or by procuring the discharge of such lien, either, by depositing in court a bond in the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any cost incurred by Mortgagee in connection with any such payment or discharge shall be secured hereby and shall be immediately due and payable without notice or demand.

**Section 1.21. Restrictions Affecting Title.** Mortgagor shall perform when due all obligations required to be performed by Mortgagor by the provisions of any agreement affecting title to the Mortgaged Estate or any part thereof.

**Section 1.22. Further Assurances.** Mortgagor shall, upon the execution and delivery hereof and thereafter from time to time, take such actions as Mortgagee may request to cause this Mortgage, each supplement and amendment to such instrument and financing statements with respect thereto and each instrument of further assurance (collectively, the "Recordable Documents") to be filed, registered and recorded as may be required by law and maintain the first lien or security interest, as applicable, hereof upon the Trust Estate and protect the validity of the Recordable Documents. Mortgagor shall take all action and do all things which it is authorized by law to take and do, and cooperate with Mortgagee as Mortgagee deems necessary or desirable, to insure the release of all encumbrances against the Mortgaged Estate, except the Permitted Encumbrances, existing prior to the date hereof.

So long as any Secured Obligations shall remain unpaid, Mortgagor shall execute, acknowledge, where appropriate, and deliver from time to time promptly at the request of Mortgagee all such instruments and documents as in the opinion of Mortgagee are necessary or desirable to preserve the first priority lien created by this Mortgage. If Mortgagor shall fail or refuse to execute, acknowledge, where appropriate, and deliver such instruments and documents to preserve the first priority lien created by this Mortgage within 10 Business Days following a written request by Mortgagee, Mortgagor irrevocably constitutes and appoints Mortgagee as its attorney-in-fact to execute and deliver such instruments, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding.

**Section 1.23. Performance of Covenants; Incorporation of Representations and Warranties.** Mortgagor shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Trust Indenture and in all of its proceedings pertaining to this Mortgage. The covenants, representations and warranties of Mortgagor set forth in the Trust Indenture are incorporated by reference into this Mortgage as if stated in full in this Mortgage and such representations and warranties as incorporated herein shall be deemed to have been made as of the date of this Mortgage and shall survive the execution and delivery of this Mortgage.

**Section 1.24. Notification of Event of Default Under Mortgage.** Mortgagor agrees to notify Mortgagee immediately in writing of any default by Mortgagor in the performance or observance of any covenant, agreement, representation, warranty or obligation of Mortgagor set forth in this Mortgage. Mortgagor shall also notify Mortgagee in writing of any event or condition which with the lapse of time or the giving of notice would constitute an Event of Default.

**Section 1.25. [Reserved].**

**Section 1.26. Organization; Due Authorization.** Mortgagor is a public school academy duly organized, validly existing and in good standing under the laws of the State and has the requisite power, authority and legal right to carry on the business conducted by it and to engage in the transactions contemplated by the Trust Indenture. The execution and delivery of the Trust Indenture and this Mortgage and the performance and observance of the respective provisions thereof have all been authorized by all necessary actions of Mortgagor.

**Section 1.27. Liabilities; Compliance With Other Instruments.** Mortgagor has no liabilities regarding the Mortgaged Estate except those hereunder and those otherwise contemplated or permitted by this Mortgage and the Trust Indenture, none of which are delinquent. Mortgagor is not in default (i) in the payment of any taxes levied or assessed against it or its assets, (ii) under any applicable statute, rule, order or regulation of any governmental authority, (iii) under this Mortgage or the Trust Indenture, or (iv) under any other agreement to which it is a party or by which it or any of its properties are bound.

Neither the execution and delivery of this Mortgage or the Trust Indenture, nor the consummation of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof, conflicts with or results or will result in a breach of any of the terms, conditions or provisions of the articles of incorporation of Mortgagor, any law, order, rule, regulation, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Mortgagor is a party or by which it or any of its properties are bound, or constitutes or will constitute a default thereunder, or result or will result in the creation or imposition of any lien of any nature whatsoever upon any of its property or assets pursuant to the terms of any such agreement or instrument except the liens created or permitted by the Trust Indenture.

**Section 1.28. Enforceability.** This Mortgage and the Trust Indenture have been duly executed and delivered by Mortgagor and constitute valid and binding obligations of Mortgagor enforceable in accordance with their respective terms, except as the enforceability (but not the

validity thereof) may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally.

**Section 1.29. Pending Litigation.** There are no proceedings pending or, to the knowledge of Mortgagor, threatened, against or affecting Mortgagor or any part of the Mortgaged Estate in any court or before any governmental authority or arbitration board or tribunal which if adversely determined would materially and adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of Mortgagor or the right or ability of Mortgagor to enter into this Mortgage or the Trust Indenture, and if any such proceedings are subsequently initiated or threatened then Mortgagor will promptly provide written notice to Mortgagee. Mortgagor is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal.

**Section 1.30. Compliance With Law.** Mortgagor is in substantial compliance with all laws, ordinances, governmental rules or regulations to which it is subject, including, without limitation, the Occupational Safety and Health Act of 1970, the Employee Retirement Income Security Act of 1974 and all laws, ordinances, governmental rules or regulations relating to environmental protection the violation of which would materially and adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of Mortgagor.

**Section 1.31. After-Acquired Property.** The Mortgage Estate shall include the right, title and interest of Mortgagor in and to all improvements, additions and appurtenances to, the Mortgaged Estate, hereafter acquired by or released to Mortgagor. As required, the Mortgagor shall execute and deliver to Mortgagee any further assurances, mortgages, grants, conveyances or assignments as Mortgagee may reasonably require to subject such property to the lien of this Mortgage.

**Section 1.32. Transfer of Interests in Mortgagor or Mortgaged Estate.** Except in accordance with the terms and restrictions of the Trust Indenture, and except for the Permitted Encumbrances, Mortgagor shall not, by operation of law or otherwise, sell, convey, alienate, transfer, grant, bargain, mortgage, encumber or assign ownership or control of all or any interest in Mortgagor or any part of the Mortgaged Estate or any interest therein, without the prior written consent of Mortgagee.

**Section 1.33. Lease Provisions.** Any lease of all or any part of the Mortgaged Estate by Mortgagor permitted under this Mortgage and the Trust Indenture shall contain a provision obligating such lessee to enter into a subordination, attornment and nondisturbance agreement with Mortgagee, in form and substance satisfactory to Mortgagee.

**Section 1.34. Defeasance Terminates Lien.** Upon defeasance of all Outstanding Bonds in accordance with the Trust Indenture, the lien of this Mortgage upon the Mortgaged Estate shall cease, and Mortgagee and Trustee shall execute and deliver to Mortgagor at Mortgagor's sole cost and expense all documents necessary to effect such a release.

## ARTICLE II

### ENVIRONMENTAL MATTERS

**Section 2.01. Environmental Matters.** Mortgagor hereby incorporates and reaffirms those covenants and representations contained in Sections 7.06, 7.07 and 7.08 of the Trust Indenture (including its covenant to provide certain environmental indemnifications) as an integral part of this Mortgage; provided, however, it is the intent of the parties that the environmental indemnifications contained herein are separate and independent obligations of Mortgagor which shall survive any release, foreclosure or other satisfaction of this Mortgage, and such indemnifications shall not be subject to any anti-deficiency defense.

## ARTICLE III

### ASSIGNMENT OF RENTS AND LEASES

**Section 3.01. Assignment of Revenues.** Mortgagor hereby absolutely assigns and transfers to Mortgagee all the Revenues of the Mortgaged Estate and hereby gives to and confers upon Mortgagee the right, power and authority to collect such Revenues. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, at any time and from time to time, to take possession and control of the Mortgaged Estate and to demand, receive and enforce payment, to give receipts, releases and satisfaction, and to sue, in the name of Mortgagor or Mortgagee, for all such Revenues and apply the same to the Secured Obligations; provided, however, that Mortgagor shall have a license to possess and control the Mortgaged Estate and to collect such Revenues (but not more than one month in advance) which is revocable at any time upon an Event of Default by Mortgagor under the Trust Indenture. The assignment of the Revenues of the Mortgaged Estate in this Article III is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest.

While the assignment made in this Mortgage is present, direct and continuing, the execution and delivery hereof shall not in any way impair or diminish the obligations of Mortgagor under the provisions of any lease nor shall any of the obligations contained in any lease be imposed upon Mortgagee.

**Section 3.02. Collection Upon Default.** Upon any Event of Default under this Mortgage or the Trust Indenture, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations (i) enter upon and take possession of the Mortgaged Estate, or any part thereof, and in its own name sue for or otherwise collect such Revenues, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any Secured Obligations, and in such order as Mortgagee may determine, and (ii) prepare and submit any applications or other documentation as necessary in order to permit Mortgagee to collect the Revenues of the Mortgaged Estate. The collection of such Revenues, or the entering upon and taking possession of the Mortgaged Estate shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.



Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Mortgaged Estate by reason of anything done or left undone by Mortgagee hereunder, except to the extent of Mortgagee's gross negligence or willful misconduct.

## ARTICLE IV

### SECURITY AGREEMENT

**Section 4.01. Creation of Security Interest.** With respect to any portion of the Mortgaged Estate which now constitutes fixtures governed by the UCC, this Mortgage shall constitute a security agreement between Mortgagor as the debtor and Mortgagee as the secured party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Estate (such portion being the "Fixtures"). Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the UCC. Mortgagor has provided the Mortgagee with all financing statements required by Mortgagee to establish the validity and priority of the security interest of Mortgagee. Additionally, Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to continue to maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches required by Mortgagee. Mortgagee may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such property, and it is expressly agreed that if upon an Event of Default Mortgagee should proceed to dispose of such property in accordance with the provisions of the UCC, 10 days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Mortgagee may at its option dispose of such property in accordance with Mortgagee's rights and remedies with respect to the real property pursuant to the provisions of this Mortgage, in lieu of proceeding under the UCC.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity, or business form or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that are required to establish and maintain the validity and priority of Mortgagee's security interest with respect to any of the Mortgaged Estate described or referred to herein.

Some of the items of the Mortgaged Estate described herein are goods that are or are to become fixtures related to the Real Property, and it is intended that as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Estate is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated in Section 6.05 of this Mortgage. The mailing address of Mortgagor, as debtor, is as stated in Section 6.05 of this Mortgage.

**Section 4.02. Warranties; Representations and Covenants of Mortgagor.** Mortgagor hereby warrants, represents and covenants, with respect to the Fixtures, as follows:

(a) except for the security interest granted hereby, Mortgagor is, and as to any of the Fixtures to be acquired after the date hereof will be, the sole owner of the Fixtures, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except for purchase money liens and Permitted Encumbrances. Mortgagor will notify Mortgagee of, and will defend the Fixtures against, all prohibited claims and demands of all persons at any time claiming the same or any interest therein;

(b) Mortgagor will not lease, sell, convey or in any manner transfer the Fixtures (except Fixtures transferred in the ordinary course of business and replaced by Fixtures of a similar nature and having at least the same value as the Fixtures replaced, and except for Permitted Encumbrances as defined in the Trust Indenture) without the prior written consent of Mortgagee;

(c) the Fixtures are not used or bought for personal, family or household purposes;

(d) the Fixtures will be kept on or at the Project and Mortgagor will not remove the Fixtures from the Project without the prior written consent of Mortgagee, except such portions or items of personal property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor with new items of equal or greater quality; and

(e) all covenants and obligations of Mortgagor contained herein relating to the Mortgaged Estate shall be deemed to apply to the Fixtures whether or not expressly referred to herein.

## ARTICLE V

### EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT

**Section 5.01. Events of Default.** Any one or more of the following events shall be deemed an event of default hereunder (each, an "Event of Default"):

(a) the occurrence of a default or an Event of Default by Mortgagor under the Trust Indenture (other than this Mortgage) subject to any applicable notice or cure periods provided therein;

(b) failure by Mortgagor to punctually perform or observe any covenant or agreement contained in this Mortgage (other than the monetary obligations described in paragraph (a) above) and such failure shall not have been cured within 30 days (or such longer period as permitted under the Trust Indenture) after written notice from Mortgagee of such failure;

(c) if Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent within the meaning of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code"), or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement,



composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor of all or any part of the Mortgaged Estate, or of any or all of the royalties, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(d) if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Mortgagor or of all or any part of the Mortgaged Estate, or of any or all of the royalties, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Mortgagor and such appointment shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive);

(e) if a writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Mortgaged Estate, or any judgment involving monetary damages shall be entered against Mortgagor which shall become a lien on the Mortgaged Estate or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within 60 days after its entry or levy;

(f) if, during the term of the Bonds secured by this Mortgage, Mortgagor shall without the prior written approval of Mortgagee (unless permitted as provided herein) sell, convey, alienate, mortgage or encumber the Mortgaged Estate or any part thereof or any interest therein, or shall be divested of its title or any interest therein, in any manner, whether voluntarily or involuntarily, or if there is any merger, consolidation or dissolution affecting Mortgagor, or if there is a transfer of a majority interest in Mortgagor in a series of transactions or as a single transaction, unless any of the foregoing are permitted by the Trust Indenture;

(g) any assignment by Mortgagor of the whole or any part of the Revenues, issues or profits arising from the Mortgaged Estate (including, without limitation, the Revenues) to any person without the consent of Mortgagee (unless permitted as provided herein) or if, without such consent, Mortgagor shall otherwise further encumber the Mortgaged Estate or any portion thereof (including, without limitation, secured transactions under the UCC) unless permitted by the Trust Indenture; or

(h) if at any time any representation, warranty or statement made by Mortgagor in the Trust Indenture or any certificate delivered by Mortgagor shall be incorrect or misleading in any material respect, or any material misrepresentation shall at any time be made to Mortgagee by Mortgagor.

**Section 5.02. Acceleration Upon Default; Additional Remedies.** Subject to the cure provisions of this Section 5.02, upon the occurrence of an Event of Default (which default is not cured within any applicable cure period) Mortgagee may, at Mortgagee's sole option exercised in Mortgagee's sole discretion, pursue any one or more of the following remedies:

(a) Declare all or any portion of the Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as otherwise provided herein;

(b) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Estate or any part thereof and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Estate, take any action described in Article II, III or IV hereof, sue for or otherwise collect the Revenues thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any Secured Obligations, all in such order as Mortgagee may determine. The entering upon and taking possession of the Mortgaged Estate, the taking of any action described in Article II, III or IV hereof, the collection of such Revenues and the application thereof as aforesaid, shall not cure or waive any default or notice of default or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Estate or the collection, receipt and application of Revenues, issues or profits, Mortgagee shall be entitled to exercise every right provided for the Trust Indenture or by law upon occurrence of any Event of Default, including the right to exercise the power of sale herein conferred;

(c) Commence an action to foreclose this Mortgage (either judicially or non-judicially), appoint a receiver, specifically enforce any of the covenants hereof, or sell the Mortgaged Estate pursuant to the power of sale herein conferred and in a manner provided under Michigan law;

(d) Exercise any or all of the remedies available to a secured party under the UCC, including, but not limited to:

(i) Either personally or by means of a court appointed receiver, commissioner or other officer, take possession of all or any of the Fixtures and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect of the Fixtures or any part thereof. In the event Mortgagee demands or attempts to take possession of the Fixtures in the exercise of any rights under the Trust Indenture, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee;

(ii) Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Fixtures, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder and, in exercising any such powers or authority, to pay all expenses incurred in connection therewith;

(iii) Require Mortgagor to assemble the Fixtures or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver such Fixtures to Mortgagee, or an agent or representative designated by it. Mortgagee, and its agents and representatives, shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Mortgagee's rights hereunder;

(iv) Sell, lease or otherwise dispose of the Fixtures at public sale, with or without having the Fixtures at the place of sale, and upon such terms and in such manner as Mortgagee may determine. Mortgagee may be a purchaser at any such sale; and

(v) Unless the Fixtures are perishable or threaten to decline speedily in value or are of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least 10 days' prior written notice of the time and place of any public sale of the Fixtures or other intended disposition thereof. Such notice may be mailed to Mortgagor at the address set forth in Section 6.05 of herein and shall be deemed to be given on the date of mailing thereof; and

(vi) Any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of all or a portion of the remainder of the Mortgaged Estate under power of sale as provided herein upon giving the same notice with respect to the sale of the Personal Property hereunder as is required for such sale of the remainder of the Mortgaged Estate under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under the UCC.

(e) Exercise any other rights or remedies which may now or hereafter be available to Mortgagee under this Mortgage or the Trust Indenture or pursuant to applicable law or in equity; or

(f) If held by Mortgagee, surrender the insurance policies maintained pursuant to Section 1.05, collect the unearned insurance premiums and apply such sums as a credit on the Secured Obligations in such priority and proportion as Mortgagee in its sole discretion shall deem proper, and in connection therewith, Mortgagor hereby appoints Mortgagee as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Mortgagee to collect such insurance premiums.

THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON THE OCCURRENCE OF AN EVENT OF DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE SALE OF THE MORTGAGED ESTATE IN CONNECTION THEREWITH, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS THE PUBLICATION OF NOTICE IN A LOCAL NEWSPAPER AND THE POSTING OF A COPY OF THE NOTICE ON THE PREMISES. THE MORTGAGOR HERBY WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND THE STATE TO A HEARING PRIOR TO SALE IN CONNECTION WITH FORECLOSURE OF THIS MORTGAGE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

**Section 5.03. [Reserved].**

**Section 5.04. Appointment of Receiver.** If an Event of Default (which is not cured within any applicable cure period) shall have occurred, Mortgagee, as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the value of the Mortgaged Estate or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Estate and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases in accordance with Michigan law and all the powers and duties of Mortgagee in case of entry as provided in Section 5.02(b) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Estate unless such receivership is sooner terminated. Mortgagee shall, in addition to and not in limitation of any of the foregoing or any other remedies provided in this Mortgage or otherwise available under applicable law, have all of the rights provided under the laws of the State.

**Section 5.05. Remedies Not Exclusive.** Mortgagee shall be entitled to enforce payment and performance of any Secured Obligation hereby and to exercise all rights and powers under this Mortgage or under the Trust Indenture or other agreement or any laws now or hereafter in force. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Trust Indenture to Mortgagee, or to which Mortgagee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. Mortgagee may pursue inconsistent remedies.

The acceptance by Mortgagee of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon

condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and failure of Mortgagor to pay such entire sum then due shall be and continue to be an Event of Default notwithstanding such acceptance of such amount on account, as aforesaid. Mortgagee or Trustee shall be, at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, entitled to exercise all rights in this instrument conferred upon it, and the right to proceed with a sale under any notice of default, or an election to sell, or the right to exercise any other rights or remedies hereunder, shall in no way be impaired, whether any of such amounts are received prior or subsequent to such proceeding, election or exercise. Consent by Mortgagee to any action or inaction of Mortgagor which is subject to consent or approval of Mortgagee hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions or inactions.

**Section 5.06. Possession of Mortgaged Estate.** In the event of a trustee's sale or foreclosure sale hereunder and after the time of such sale, and Mortgagor occupies the portion of the Mortgaged Estate so sold, or any part thereof, Mortgagor shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Estate so occupied, such rental to be due and payable daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of such Mortgaged Estate and premises; and this agreement and a trustee's deed shall constitute a lease and agreement under which the tenant's possession arose and continued. Nothing contained in this Mortgage shall be construed to constitute Mortgagee as a "mortgagee in possession" in the absence of its taking actual possession of the Mortgaged Estate pursuant to the powers granted herein.

**Section 5.07. Relief from Stay.** In the event that Mortgagor commences a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code, subject to court approval, Mortgagee shall thereupon be entitled and Mortgagor irrevocably consents to relief from any stay imposed by Section 362 of the Bankruptcy Code on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Trust Indenture and Mortgagor hereby irrevocably waives its rights to object to such relief. In the event Mortgagor shall commence a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code, Mortgagor hereby agrees that no injunctive relief against Mortgagee shall be sought under Section 105 or other provisions of the Bankruptcy Code by Mortgagor or other person or entity claiming through Mortgagor, nor shall any extension be sought of the stay provided by Section 362 of the Bankruptcy Code.

**Section 5.08. Cash Collateral.** To the fullest extent allowed by applicable law, Mortgagor hereby acknowledges and agrees that in the event that Mortgagor commences a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code: (i) that all of the Revenues are, and shall for purposes be deemed to be, "proceeds, product, offspring, rents, or profits" of the Project covered by the lien of the Mortgage, as such quoted terms are used in Section 552(b) of the Bankruptcy Code; (ii) that in no event shall Mortgagor assert, claim or contend that any portion of the Revenues are, or should be deemed to be, "accounts" or "accounts receivable" within the meaning of the

Bankruptcy Code and/or applicable state law; (iii) that the Revenues are and shall be deemed to be in any such bankruptcy proceeding "cash collateral" of Mortgagee as that term is defined in Section 363 of the Bankruptcy Code; and (iv) that Mortgagee has valid, effective, perfected, enforceable and matured rights in and to the Revenues without any further action required on the part of Mortgagee to enforce or perfect its rights in and to such cash collateral, including, without limitation, providing notice to Mortgagor under Section 546(b) of the Bankruptcy Code.

## ARTICLE VI

### MISCELLANEOUS

**Section 6.01. Governing Law.** This Mortgage shall be governed by the internal laws of the State without giving effect to its conflicts of law principles. In the event that any provision or clause of this Mortgage conflicts with applicable laws, such conflicts shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought and in accordance with the applicable provisions of the Trust Indenture. If any conflict shall arise between the terms of this Mortgage and the Trust Indenture, the terms of the Trust Indenture shall govern.

**Section 6.02. Waiver of Rights.** To the extent permitted by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted (i) providing for any appraisalment before sale of any portion of the Mortgaged Estate, or (ii) in any way extending the time for the enforcement of the collection of the Secured Obligations or creating or extending a period of redemption from any sale made in collecting the Secured Obligations. To the full extent Mortgagor may do so under the laws of the State, Mortgagor agrees that Mortgagor will not at any time insist upon, plea, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, extension, redemption or homestead exemption, and Mortgagor, for Mortgagor, Mortgagor's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Estate, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, homestead exemption, notice of election to mature or declare due the whole of the Secured Obligations and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Mortgagor expressly waives and relinquishes any and all rights, remedies and defenses that Mortgagor may have or be able to assert by reason of the laws of the State pertaining to the rights, remedies and defenses of sureties. The waivers and agreements contained in this section and elsewhere in this Mortgage are given by Mortgagor knowingly and voluntarily and upon advice of counsel.

**Section 6.03. Limitation of Interest.** All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid,



to Mortgagee for the use, forbearance, or detention of the money to be held pursuant to the Trust Indenture or otherwise, or for the performance or payment of any covenant or obligation contained herein, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance Mortgagee or holders of the Bonds shall ever receive as interest under the Bonds or this Mortgage or otherwise anything of value which would exceed interest at the highest lawful rate; such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Bonds or on account of other Secured Obligations and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Bonds and such other Secured Obligations, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Secured Obligations shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such obligations until payment in full so that the rate of interest on account of Secured Obligations is uniform throughout the term thereof. The terms and provisions of this paragraph shall control all agreements between Mortgagor and Mortgagee.

#### **Section 6.04. [Reserved]**

**Section 6.05. Notices.** Unless otherwise required by law, whenever Mortgagee or Mortgagor shall desire to give or serve any notice, demand, request or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be deemed to have been given: (a) upon receipt if sent by hand delivery; (b) one day after deposit with overnight courier; or (c) two days after deposit in the case of certified mail, postage prepaid, addressed to the following mailing addresses:

If to Mortgagor: Trillium Academy  
15740 Racho Road  
Taylor, Michigan 48180  
Attention: Superintendent  
Telephone: (734) 374-8222

If to Mortgagee: U.S. Bank National Association  
Global Corporate Trust Services (EP-MN-WS3C)  
60 Saginaw Avenue  
St. Paul, MN 55107  
Attention: Global Corporate Trust Services  
Telephone: (651) 466-6307  
Facsimile: (651) 466-7429

Any party may at any time change its address for such notices by delivering to the other parties hereto, as aforesaid, a notice of such change.

**Section 6.06. Captions.** The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

**Section 6.07. Invalidity of Certain Provisions; Conflicting Provisions.** If the lien of this Mortgage is invalid or unenforceable as to any part of the Secured Obligations, or if the lien is invalid or unenforceable as to any part of the Mortgaged Estate, the unsecured or partially secured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Secured Obligations, and all payments made on such obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Secured Obligations which is not secured or fully secured by the lien of this Mortgage.

**Section 6.08. Subrogation.** To the extent that proceeds of the Bonds or advances under this Mortgage are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Estate, such proceeds or advances have been or will be advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released of record.

**Section 6.09. Change in Ownership.** If the ownership of the Mortgaged Estate or any part thereof or interest therein becomes vested in a person other than Mortgagor owning the same on the date hereof, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the Secured Obligations in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Secured Obligations. No sale of the Mortgaged Estate, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Secured Obligations, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability, if any, of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part; provided that Mortgagor may be released from its original liability under this Mortgage upon transfer of the entire Mortgaged Estate with the written consent of Mortgagee and as permitted under the Trust Indenture.

**Section 6.10. Assignment of Mortgagee's Interest.** It is expressly agreed that any and all terms of this Mortgage, the Trust Indenture and all other agreements made or executed by Mortgagor or others in favor of Mortgagee, and all rights, powers, privileges, options and remedies conferred upon Mortgagee herein and therein, shall inure to and be for the benefit of, and may be exercised by, Mortgagee and its successors and assigns, and the words "Mortgagee" shall also mean and include the successor or successors and the assign or assigns of Mortgagee and its successors and assigns. Mortgagor hereby specifically grants unto Mortgagee the right and privilege, at Mortgagee's option, but subject nevertheless to the provisions of the Trust Indenture, to transfer and assign to any third person all or any part of Mortgagee's rights to receive funds or payments hereunder.

**Section 6.11. Time Is of the Essence.** Time is of the essence under this Mortgage and the Trust Indenture.



**Section 6.12. Obligations of Mortgagor.** The obligations of Mortgagor to make payments hereunder and under the Trust Indenture and to perform and observe all agreements on its part contained herein and therein shall be absolute and unconditional. Until this Mortgage is terminated or payment in full of all Bonds is made or is provided for in accordance with the Trust Indenture, Mortgagor (i) will not suspend or discontinue any payments under the Trust Indenture or neglect to perform any of its duties required thereunder or hereunder; (ii) will perform and observe all of its obligations set forth in the Trust Indenture, this Mortgage and the Bonds; and (iii) except as provided herein will not terminate the Trust Indenture or this Mortgage for any cause.

**Section 6.13. Immunity of Individuals.** No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon or under the Trust Indenture, this Mortgage or the Bonds or upon any obligation, covenant or agreement herein against any past, present or future officer, director, trustee, member, employee or agent of Mortgagor, whether directly or indirectly and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of the Bonds.


**Section 6.14. Supplements; Amendments.** This Mortgage may be supplemented or amended by written agreement between Mortgagor and Mortgagee in accordance with the applicable provisions of the Trust Indenture.

**Section 6.15. Power of Attorney.** Mortgagee may act as attorney-in-fact or otherwise on behalf of Mortgagor pursuant to Sections 1.22, 3.01 and 5.02(f) of this Mortgage. This power of attorney is coupled with an interest, is durable and is not affected by subsequent disability or incapacity of the principal or lapse of time.

**Section 6.16. Incorporation.** Any provision governing the rights, immunities and protections of the Trustee under the Trust Indenture are incorporated by reference into this Mortgage and shall be applied to the Mortgagee as though fully set forth herein.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed on the day and year set forth in the acknowledgment attached hereto and effective on the date first written above.

**TRILLIUM ACADEMY**

By:   
Heather Gardner

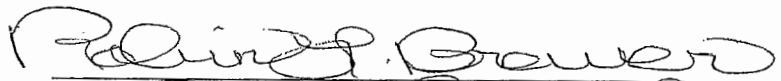
Its: President

27173605

MORTGAGE  
Trillium Academy, Series 2019 Bonds  
24

STATE OF MICHIGAN     )  
                                  ) ss:  
COUNTY OF OAKLAND    )

Personally came before me on April 11, 2019, the above named Heather Gardner, President of Trillium Academy, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Trillium Academy.



Name: Robin L. Brewer

Notary Public, State of Michigan

My commission expires: 11-19-2021

Acting in County of: Oakland

ROBIN L. BREWER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MACOMB  
MY COMMISSION EXPIRES Nov 19, 2021  
ACTING IN COUNTY OF

Oakland

**EXHIBIT A**

**LEGAL DESCRIPTION**

The land referred to in this Commitment is located in the City of Taylor, County of Wayne, State of Michigan, and described as follows:

**Parcel 1:**

Lot 590, Except the South 57 feet of the West 515 feet thereof deeded for highway purposes, Also Except the East 20 feet thereof deeded for road purposes, of Supervisor's Taylor Plat No. 10, according to the plat thereof recorded in Liber 66 of Plats, Page 27 of Wayne County Records.

**Parcel 2:**

Lot 591, Except the South 57 feet of Supervisor's Taylor Plat No. 10, according to the plat thereof recorded in Liber 66 of Plats, Page 27 of Wayne County Records.

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**\$10,335,000**  
**TRILLIUM ACADEMY**  
**PUBLIC SCHOOL ACADEMY REFUNDING BONDS, SERIES 2019**  
**BOND PURCHASE AGREEMENT**

March 19, 2019

Trillium Academy  
15740 Racho Road  
Taylor, MI 48180

Ladies and Gentlemen:

We, Herbert J. Sims & Co., Inc. (herein called the “Underwriter”), hereby offer to enter into this Bond Purchase Agreement (this “Agreement”) with Trillium Academy (the “Issuer”) for the purchase by the Underwriter and sale by the Issuer of the Bonds described below. This offer is made subject to acceptance by the Issuer by the execution hereof by the authorized officer of the Issuer prior to 11:00 a.m., Minneapolis, Minnesota time, on March 19, 2019, and upon such acceptance, this Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer and the Underwriter. If not so accepted, this Bond Purchase Agreement will be subject to withdrawal by the Underwriter upon notice delivered by the Underwriter to the Issuer at any time prior to the acceptance hereof by the Issuer.

1. Purchase and Sale. Subject to the satisfaction by the Issuer of the terms and conditions set forth herein, subject also to the conditions precedent set forth herein, and in reliance upon the representations herein set forth or incorporated by reference, the Underwriter hereby agrees to purchase and the Issuer hereby agrees to sell and cause to be authenticated and delivered by U.S. Bank National Association, as trustee (the “Trustee”), to the Underwriter all (but not less than all) of the Issuer’s Public School Academy Refunding Bonds, Series 2019, in the aggregate principal amount of \$10,335,000 (the “Bonds” or “Series 2019 Bonds”), at an aggregate purchase price of \$9,962,175.70. Such purchase price represents the par amount of the Bonds (\$10,335,000.00), less original issue discount (\$140,286.80), less Underwriter’s discount (\$232,537.50). The Bonds shall be issued and secured under and pursuant to a Trust Indenture between the Issuer and the Trustee dated as of April 1, 2019 (the “Trust Indenture”), and under and pursuant to the Resolution of the Issuer approving and authorizing the execution of this Agreement and certain related documents, adopted on December 20, 2017 (the “Bond Resolution”), and shall mature on the dates, shall bear interest at the annual rates and shall be subject to optional, mandatory and extraordinary redemption as set forth in Schedule A hereto. The Underwriter agrees to make a public offering of the Bonds at the respective initial offering prices set forth in Schedule A hereto, which prices may be changed from time to time by the Underwriter after the initial public offering.

Pursuant to the Trust Indenture, the Issuer will use the proceeds of the Bonds to (i) currently refund the Issuer’s Full Term Certificates of Participation, Series 2005, issued in the original principal amount of \$7,200,000 (the “Series 2005 Prior Obligation”) and the Issuer’s

Full Term Certificates of Participation, Series 2007, issued in the original principal amount of \$5,065,000 (the "Series 2007 Prior Obligation," and together with the Series 2005 Prior Obligation, the "Prior Obligations"); (ii) fund a debt service reserve fund; and (iii) pay certain costs of issuance of the Series 2019 Bonds. The Bonds will be secured by the trust estate created under the Trust Indenture, which consists, among other things, of State Aid Payments received by the Trustee and other payments due with respect thereto. The Bonds will be further secured by a Mortgage dated as of April 1, 2019 (the "Mortgage"), granting a lien on and security interest in the Issuer's Facilities.

2. Establishment of Issue Price. (a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2019 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Schedule B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2019 Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Series 2019 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2019 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2019 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2019 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2019 Bonds of that maturity or until all Series 2019 Bonds of that maturity have been sold to the public.

(c) The Underwriter acknowledges that sales of any Series 2019 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019 Bonds to the public), and

(iii) a purchaser of any of the Series 2019 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common

ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

3. Preliminary Official Statement and Official Statement. (a) The Issuer shall deliver or cause to be delivered to the Underwriter (at the Issuer's expense), promptly after acceptance hereof, copies of the final official statement relating to the Bonds, inclusive of appendices and exhibits thereto (the "Official Statement"), with only such changes as shall have been accepted by the Underwriter. The Issuer has heretofore authorized and hereby ratifies the distribution by the Underwriter of the Preliminary Official Statement dated February 7, 2019, as supplemented by a Supplement to Preliminary Official Statement, dated February 12, 2019 (together, the "Preliminary Official Statement"), in offering the Bonds for public sale to prospective purchasers of the Bonds.

(b) The Issuer agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the final Official Statement as the Underwriter shall reasonably request as necessary to comply with Paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934 (the "Rule") and all other applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer agrees to deliver such final Official Statements within seven business days after the execution hereof.

(c) The Underwriter shall give notice to the Issuer on the date after which no participating underwriter, as such term is defined in the Rule, remains obligated to deliver the Official Statement pursuant to Paragraph (b)(4) of the Rule.

(d) The Underwriter agrees that it shall, until a final Official Statement is available, send or cause to be sent no later than the next business day, by first class mail or other equally prompt means, to any potential customer, on request, one or more copies of the Preliminary Official Statement, as most recently supplemented or amended.

(e) The Underwriter agrees from the time the final Official Statement becomes available, until the earlier of (i) ninety (90) days from the end of the underwriting period or (ii) the time when the final Official Statement is available to any person from the MSRB through the MSRB's Electronic Municipal Market Access System, but in no case less than twenty-five (25) days following the end of the underwriting period, the Underwriter shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means to any potential customer, on request, at least one copy of the final Official Statement.

4. Closing. At 11:00 a.m., Minneapolis, Minnesota time, on April 18, 2019, or at such other time, or on such earlier or later date as the Issuer and the Underwriter may mutually agree (the "Closing Date"), the Issuer will cause the Trustee to deliver to the Underwriter or its representative in Bloomington, Minnesota, the Bonds in definitive typewritten form, duly executed, together with the other documents mentioned herein. It is anticipated that CUSIP identification numbers will be printed on the Bonds, and the failure to print such number on any

Bond or any error with respect thereto shall not constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Agreement. The Underwriter will accept delivery of the Bonds and pay the purchase price thereof as set forth in Section 1 by Federal Reserve System wire transfer in immediately available Federal funds or by any other form of immediately available Federal funds to the order of the Trustee. Such delivery and payment for the Bonds is herein called the "Closing." The parties will use their best efforts to ensure that the Bonds will be made available for checking and packaging by the Underwriter or its representative at an office specified by the Underwriter in the city in which the Bonds are to be delivered at least one business day prior to the Closing Date.

5. Representations of the Issuer. In order to induce the Underwriter to enter into this Agreement and to make the offering and sale of the Bonds, the Issuer hereby represents, warrants and agrees with the Underwriter as follows:

(a) The statements and information contained in the Official Statement are, and will be as of the Closing Date, true and correct in all material respects and do not, and will not as of the Closing Date, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading, provided, however, that the Issuer did not prepare, but did review the statements and information (i) set forth and incorporated by reference in the Official Statement in "APPENDIX I — BOOK-ENTRY-ONLY-SYSTEM," which was furnished by DTC; and (ii) furnished in writing by the Underwriter for use in the Preliminary Official Statement and Official Statement as described in Section 6(c) hereof, as to which statements and information the Issuer makes no representation other than that the Issuer has no knowledge or notice that such information is inaccurate or misleading. If, at any time prior to the later of (i) receipt of notice from the Underwriter pursuant to Section 3(c) hereof that final Official Statements are no longer required to be delivered under the Rule, or (ii) the date described in Section 3(e) hereof, any event occurs with respect to the Issuer as a result of which the Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter in writing of such event. Upon the request of the Underwriter, the Issuer shall prepare and deliver to the Underwriter, at the expense of the Issuer, as many copies of an amendment or supplement to the Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request. Any amendment of or supplement to the Official Statement to be distributed pursuant to this Section 5, Paragraph (a), shall contain a statement that the Underwriter has neither participated in the preparation thereof nor made any independent investigation of the facts contained therein and does not assume any responsibility for the sufficiency, accuracy or completeness of the information contained therein.

(b) The Issuer is duly organized and existing and in good standing as a nonprofit corporation, public school academy and public agency under the laws of the State of Michigan (the "State") and has all necessary power and authority to enter into and perform its duties under the Trust Indenture, the Mortgage, a Continuing Disclosure Agreement dated as of April 1, 2019, between the Issuer and the Trustee, as dissemination agent (the "Continuing Disclosure Agreement"), the Management Agreement dated as of July 1, 2017, as amended (the

“Management Agreement”) between The Romine Group, Inc. (the “Manager”), the State School Aid Payment Agreement dated as of April 1, 2019 (the “State Aid Agreement”), between the Issuer and the Trustee and acknowledged by Central Michigan University (the “Authorizing Body”), and this Agreement (collectively, the “Issuer Documents”), and, when executed and delivered by the respective parties thereto, the Issuer Documents will constitute legally valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally. The Issuer has full legal right, power and authority under the constitution and the laws of the State to execute and deliver the Preliminary Official Statement and the Official Statement and to carry out and consummate all transactions contemplated by the Issuer Documents. The Issuer has full legal right, power and authority under the constitution and the laws of the State to issue bonds to refinance certain of its outstanding obligations.

(c) The execution and delivery of the Issuer Documents, the issuance of the Bonds and compliance with the provisions hereof have been, or by the Closing Date will be, duly authorized by all necessary corporate action on the part of the Issuer and will not conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, charter, bylaw or any agreement to which the Issuer is subject or by which it is bound or by which its properties may be affected.

(d) Except as may be required under Blue Sky or other securities laws of the United States or any state, there is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Issuer, including the Authorizing Body, required for the execution and delivery of the Bonds or the entering into of the Issuer Documents or the consideration by the Issuer of the other transactions contemplated thereby and by this Agreement, except as has already been obtained.

(e) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction, including the Authorizing Body, which would constitute a condition precedent to the performance by the Issuer of its obligations under the Issuer Documents have been obtained or, if not, will be obtained at the time of or prior to the Closing.

(f) The Issuer consents to the use by the Underwriter of the Official Statement in connection with the Underwriter’s actions in obtaining qualification of the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may reasonably designate.

(g) The Bonds, when duly issued, authenticated and delivered by the Issuer in accordance with the Trust Indenture and sold to the Underwriter as provided herein, will be the validly issued and outstanding general obligations of the Issuer entitled to the benefits of the Trust Indenture.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best of the Issuer’s knowledge, threatened, against the Issuer affecting the existence of the Issuer or the



titles of its officers to their respective offices or in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents or contesting the powers of the Issuer to execute and deliver or to consummate the transactions contemplated in such documents or the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or Official Statement or any amendment or supplement thereto, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents.

(i) The Preliminary Official Statement is, as of this date, deemed “final” within the meaning of (b)(1) of the Rule.

(j) The Underwriter represents, and the Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm’s-length commercial transaction between the Issuer and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer with respect to (x) the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the Issuer on other matters) or (y) any other obligation to the Issuer except the obligations expressly set forth in this Agreement and (iv) the Issuer has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

(k) The Mortgage shall be duly recorded to the extent necessary to preserve the validity or priority of the lien created thereby.

(l) The Issuer is a corporation organized and operated exclusively for charitable purposes, not for pecuniary profit, and no part of the net earnings of which inures to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of Subsection 3(a)(4) of the Securities Act of 1933, as amended, and of Subsection 12(g)(2)(D) of the Securities Exchange Act of 1934, as amended.

(m) The Issuer has never been in default, at any time, as to the payment of principal of or interest or premium on (i) any obligation for the payment of indebtedness which the Issuer has issued or guaranteed, or (ii) any obligation with respect to which the Issuer is or was an obligor; except as specifically disclosed in the Official Statement.

(n) There are no affiliations, interrelationships and / or conflicts of interest between the various parties to the Issuer Documents that have not been disclosed in the Official Statement.

(o) The Issuer acknowledges that the Underwriter is acting as an underwriter for the Bonds and has not agreed to serve as a financial advisor to the Issuer.

6. Indemnification. (a) To the extent permitted by law, the Issuer agrees to indemnify and hold harmless the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the Securities Act of 1933, as amended, and Section 20 of the Securities Exchange Act of 1934, as amended, collectively the “Securities Acts”) the Underwriter (i) against any and all judgments, losses, claims, damages and liabilities arising out

of any information contained in the Preliminary Official Statement or Official Statement (except information furnished in writing by the Underwriter expressly for inclusion in the Preliminary Official Statement and Official Statement) that is untrue or incorrect, or is alleged to be untrue and incorrect, in any material respect or the omission therefrom, or the alleged omission therefrom, of any material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made, not misleading (unless resulting from the Underwriter's or such controlling person's (as aforesaid) gross negligence or intentional or willful misconduct); and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Issuer. In case any claim shall be made or action brought against the Underwriter or any controlling person based upon the Preliminary Official Statement or Official Statement, in respect of which indemnity may be sought against the Issuer, the Underwriter or such controlling person shall promptly notify the Issuer in writing setting forth the particulars of such claim or action, and the Issuer shall assume the defense thereof including the retaining of counsel and the payment of all expenses. No failure of the Underwriter to give, and no delay in giving, that notice shall relieve the Issuer to any extent from any of its covenants, agreements or obligations under this paragraph, unless that failure or delay prejudices the defense by the Issuer of the action, claim or proceeding, and only to the extent of that prejudice. The Underwriter or any such controlling person shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Underwriter or such controlling person, as the case may be, unless the retaining of such counsel has been specifically authorized by the Issuer or except as otherwise provided in the Issuer Documents.

(b) The Underwriter agrees to indemnify and hold harmless the Issuer and any member, officer, director, trustee, official and employee of the Issuer (each an "Issuer Indemnified Party" and collectively the "Issuer Indemnified Parties") and each person, if any, who controls (as such term is defined in the Securities Acts) the Issuer (i) against any and all losses, claims, damages and liabilities arising out of any information furnished in writing by the Underwriter for use in the Preliminary Official Statement or Official Statement, that is untrue in any material respect, or the omission therefrom of any such information, which is required to be contained therein or which is necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading in any material respect; or arising out of violations by the Underwriter of representations made by it in this Agreement or violations by it of applicable securities laws; and (ii) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission, or violation, if such settlement is effected with the written consent of the Underwriter. In case any claim shall be made or action brought against an Issuer Indemnified Party or such controlling person (as aforesaid) based upon the Preliminary Official Statement, the Official Statement or this Agreement, in respect of which indemnity may be sought against the Underwriter, the Issuer or such controlling person shall promptly notify the Underwriter in writing setting forth the particulars of such claim or action and the Underwriter shall assume the defense thereof, including the retaining of counsel and the payment of all expenses. No failure of the Issuer to give, and no delay in giving, that notice shall relieve the Underwriter to any extent from any of its covenants, agreements or obligations under this paragraph, unless that failure or delay prejudices the defense by the Underwriter of the action, claim or proceeding, and

only to the extent of that prejudice. The Issuer Indemnified Party or any controlling person shall have the right to retain separate counsel, in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the party retaining such counsel unless the retaining of such counsel has been specifically authorized by the Underwriter.

(c) For the purpose of paragraphs (a) and (b) of this Section 6, the information furnished in writing by the Underwriter for use in the Preliminary Official Statement and Official Statement shall consist of the interest rates and prices of the Bonds set forth on the cover pages of, and under the caption "Underwriting" in, the Preliminary Official Statement and the Official Statement.

(d) If the indemnification provided for in subsection (a) of this Section is unavailable to the Underwriter (or any controlling person thereof) in respect of any losses, claims, damages or liabilities referred to therein, then the Issuer shall, in lieu of indemnifying the Underwriter, contribute to the amount paid or payable by the Underwriter as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative benefits received by the Issuer and the Underwriter, respectively, from the underwriting of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the Issuer shall contribute to such amount paid or payable by the Underwriter in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer and the Underwriter, respectively, in connection with the statements or omission which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefit received by the Issuer or the Underwriter, respectively, shall be deemed to be in the same proportion as the total proceeds from the underwriting of the Bonds (before deducting costs and expenses other than underwriting fees and expenses), on the one hand, bear to the total underwriting fees and expenses received by the Underwriter, on the other hand. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact related to information supplied by the Issuer or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission, provided, however, that in the case of an allegation or a determination that arises out of or is based upon a failure in connection with the public offering of the Bonds to register any security under the 1933 Act or to qualify any indenture under the Trust Indenture Act of 1939, the fault shall be deemed entirely that of the Issuer. The Issuer and the Underwriter, respectively, agree that it would not be just and equitable if contribution pursuant to this Section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section. The amount paid or payable by the Underwriter as a result of the losses, claims, damages or liabilities referred to above in this Section shall be deemed to include any legal or other expenses reasonably incurred by the Underwriter (or any controlling person thereof) in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), the Underwriter shall not be required to contribute any amount in excess of the underwriting fee paid to the Underwriter under Section 9 hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation.

7. Conditions Precedent. The Underwriter enters into this Agreement in reliance upon the representations and warranties of the Issuer contained herein and in the Issuer Documents and in reliance upon the representations of the Issuer to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder both on and as of the date hereof and as of the Closing Date. Accordingly, the Underwriter's obligation under this Agreement to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) the representations and warranties of the Issuer contained herein shall be true and correct on the date hereof and as of the Closing, as if made on and at the Closing;

(b) at or prior to the Closing, the Underwriter shall receive the following documents:

- (i) an executed copy of the Trust Indenture;
- (ii) an executed copy of the Mortgage;
- (iii) an executed copy of the Continuing Disclosure Agreement;
- (iv) the approving opinion of bond counsel to the Issuer, in form reasonably acceptable to the Underwriter, and a supplemental opinion of bond counsel as to the exemption from registration of the Series 2019 Bonds;
- (v) a certificate of the Authorizing Body in form satisfactory to the Underwriter;
- (vi) evidence of the proper recording, in applicable real estate records, of the Mortgage;
- (vii) a certificate of officers of the Trustee, dated the Closing Date, in form reasonably acceptable to the Underwriter;
- (viii) a certificate of the Issuer, dated the Closing Date, relating to the accuracy of the information in the Official Statement, incumbency and signature of authorized officers, execution and delivery of the Bonds and the other documents to which the Issuer is a party, no litigation and continued existence, in form reasonably acceptable to the Underwriter;
- (ix) a certified copy of the resolution adopted by the Board of the Issuer authorizing the execution and delivery of the Bonds, the Trust Indenture and all related documents;
- (x) a mortgagee's title insurance policy which shall evidence good and marketable title in the Facilities insuring the Trustee's

interest granted by the Mortgage, in form reasonably satisfactory to the Underwriter;

- (xi) organizational documents of the Issuer certified by an authorized officer of the Issuer;
- (xii) the Nonarbitrage and Tax Compliance Certificate of the Issuer;
- (xiii) a certificate, dated the Closing Date, signed by an authorized officer or officers of the Trustee, to the effect that the Trustee is a national banking association, duly organized and existing under the laws of the United States of America, and has full power and authority to conduct its activities, to execute, deliver and perform its obligations under the Trust Indenture, and to carry out the transactions contemplated thereby, and that the Trust Indenture constitutes the legal, valid and binding obligation of the Trustee, enforceable against the Trustee;
- (xiv) an executed copy of the State Aid Agreement;
- (xv) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, or the Issuer's counsel or bond counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein and in the Preliminary Official Statement and the Official Statement, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

(c) at the Closing, the Issuer Documents and all other documents related thereto shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and there shall be in full force and effect such resolutions and there shall have been executed and delivered such opinions, certificates, proceedings, instruments and other documents as, in the opinion of bond counsel or counsel to the Underwriter, shall be necessary in connection with the transactions contemplated hereby.

If the conditions to the Underwriter's obligations contained in this Agreement are not satisfied or if the Underwriter's obligations shall be terminated for any reason permitted herein, this Agreement shall terminate and neither the Underwriter nor the Issuer shall have any further obligation hereunder except as provided in paragraph (8) below.

8. Underwriter's Right to Cancel. The Underwriter shall have the right to cancel its obligation to purchase the Bonds if (i) between the date hereof and the Closing Date, legislation shall have been enacted by the Congress of the United States or the legislature of the State of Minnesota or the State of Michigan or legislation shall have been reported out of committee of either body or be pending in committee of either body, or a decision shall have been rendered by

a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation or temporary regulation shall have been proposed or made or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, with respect to federal taxation upon revenues or other income of the general character to be derived from the Bonds which, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Bonds, or (ii) there shall exist any event which, in the reasonable judgment of the Underwriter, either (a) makes untrue or incorrect in any material respect, as of such time, any statement or information contained in the Preliminary Official Statement or the Official Statement or (b) is not reflected in the Preliminary Official Statement or the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or other national or international calamity or crisis, the effect of which outbreak, calamity or crisis on the financial markets of the United States is such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market or enforce contracts for the sale of the Bonds, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction, or (v) a general banking moratorium shall have been declared by either Federal, Minnesota or Michigan authorities having jurisdiction and be in force, or (vi) there shall be any material adverse change in the affairs of the Issuer, or (vii) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or the change to the net capital requirements of, underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or state agency or the Congress of the United States, or by Executive Order, or (viii) a default shall have occurred with respect to any security issued by a state or political subdivision having a population over 1,000,000 which, in the opinion of the Underwriter, has a material adverse effect on the securities markets.

9. Payment of Expenses. Fees, expenses and costs incident to the execution and performance of this Agreement and to the authorization, issuance and sale of the Bonds to the Underwriter, including the cost of printing the Preliminary Official Statement and the Official Statement (in reasonable quantities); CUSIP Service Bureau charges; clearing, administrative and processing fees; travel and miscellaneous expenses; advertising expenses; and fees and expenses of counsel, including Blue Sky and legal investment services (including filing and registration fees), and rating agency fees, if any, shall be the obligation of the Issuer. All expenses expected to be paid pursuant to this Agreement shall be paid by the Trustee from Bond proceeds, in the approximate amount of \$234,938.72. The Underwriter's compensation in the amount of \$232,537.50 is reflected in the discounted purchase price for the Bonds.

10. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing at the address set forth above, and any such notice or other communications to be given to the Underwriter may be given by delivering the same in writing to Herbert J. Sims & Co., Inc., 8500 Normandale Lake Boulevard, Suite 540, Bloomington, MN 55437-1069, Attention: Mr. Jay Hromatka. The approval of the

Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the Underwriter and delivered to the Issuer.

11. Benefit. This Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Underwriter, but excluding any purchaser of a Bond from the Underwriter) and, to the extent expressed herein, controlling persons thereof, and no other persons, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. All representations and agreements of the parties to this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds. Any and all controversies, disputes or claims between the Underwriter or the Issuer and affiliates or controlling persons thereof arising out of or relating to this Agreement or executed in connection herewith, or any breach hereof or thereof, or any services to be rendered hereunder or thereunder, shall be resolved by arbitration in Hennepin County, Minnesota, in accordance with the rules then observed by the National Association of Securities Dealers, and judgment upon any award rendered may be entered by any court of competent jurisdiction. Time shall be of the essence of this Agreement. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. This Agreement may be executed in any number of counterparts each of which shall be an original but all of which together shall constitute one and the same instrument.

12. Representations and Covenants of the Underwriter. The Underwriter hereby represents and covenants to the Issuer that:

(a) The Underwriter will comply with any registration or qualification requirements applicable to the Underwriter or the Bonds under any securities or "blue sky" law of any jurisdiction in which such registration or qualification is required.

(b) The Underwriter has been duly incorporated and is validly existing as a Delaware corporation and has full power and authority to enter into and perform this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Underwriter, enforceable against the Underwriter in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including equitable subordination.

(c) The agreements, representations and warranties of the Underwriter and its officials or officers set forth in, or made pursuant to, this Agreement will remain in full force and effect, regardless of any investigation or statement as to the results thereof made by or on behalf of the Underwriter, or any of its officials, officers or directors or agents or any controlling person referred to in Section 6, and will survive delivery of any payment for the Bonds, the maturity of the Bonds and any termination of this Agreement.

13. Issuer Acknowledgment. The Issuer acknowledges and agrees that the Underwriter has not undertaken and does not undertake to provide tax advice relating to the treatment of interest on the Bonds. No recourse shall be had against the Underwriter for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising

out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of interest on the Bonds, except for a loss, damage, liability, cost or expense directly attributable to representations made by the Underwriter recklessly or in bad faith in its certificate delivered at Closing.

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Very truly yours,

HERBERT J. SIMS & CO., INC., Underwriter

A handwritten signature in black ink, appearing to read "Jay Hromatka", written in a cursive style.

By Jay F. Hromatka  
Its Executive Vice President

Accepted and Agreed to:

TRILLIUM ACADEMY

By \_\_\_\_\_  
Its \_\_\_\_\_

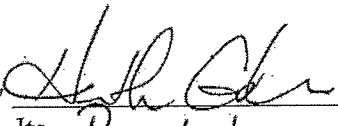
Very truly yours,

HERBERT J. SIMS & CO., INC., Underwriter

By \_\_\_\_\_  
Its \_\_\_\_\_

Accepted and Agreed to:

TRILLIUM ACADEMY

By  \_\_\_\_\_  
Its President

## Schedule A

**\$10,335,000**  
**TRILLIUM ACADEMY**  
**PUBLIC SCHOOL ACADEMY REFUNDING BONDS, SERIES 2019**

### Maturity

The Bonds mature on the dates and in the amounts, bear interest at the annual rates and are being offered at the prices or yields, as follows:

<u>Maturity Date</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>
2024	\$ 1,455,000	4.750%	100.000
2029	960,000	5.000	100.000
2031	1,755,000	5.250	100.000
2034	1,495,000	5.500	100.000
2040	4,670,000	5.750	96.996

### Redemption

Optional. The Bonds or portion of Bonds maturing on or after November 1, 2027, are subject to redemption at the option of the Issuer upon written request by the Issuer in whole or in part on any day commencing November 1, 2026, at the following redemption prices, plus accrued interest to the date of redemption, and in such order of maturity as the Issuer shall direct, provided that no Bond may be redeemed in part if the principal amount to be Outstanding following such partial redemption is not an Authorized Denomination:

<u>Optional Redemption Date</u>	<u>Price</u>
November 1, 2026 through October 31, 2027	103%
November 1, 2027 through October 31, 2028	102
November 1, 2028 through October 31, 2029	101
November 1, 2029 and thereafter	100

Mandatory. The Bonds maturing November 1, 2024, are subject to mandatory redemption, in part, pursuant to the operation of the sinking fund provided for in the Trust Indenture by lot or such other method of random selection as the Trustee may determine, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date fixed for redemption, on November 1 of the years and in the principal amounts, as follows:

For the Bonds Maturing November 1, 2024

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2020	\$ 265,000	2023	\$ 305,000
2021	275,000	2024*	320,000
2022	290,000		

\* final maturity

The Bonds maturing November 1, 2029, are subject to mandatory redemption, in part, pursuant to the operation of the sinking fund provided for in the Trust Indenture by lot or such other method of random selection as the Trustee may determine, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date fixed for redemption, on November 1 of the years and in the principal amounts, as follows:

For the Bonds Maturing November 1, 2029

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$ 170,000	2028	\$ 210,000
2026	170,000	2029*	220,000
2027	190,000		

\* final maturity

The Bonds maturing November 1, 2031, are subject to mandatory redemption, in part, pursuant to the operation of the sinking fund provided for in the Trust Indenture by lot or such other method of random selection as the Trustee may determine, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date fixed for redemption, on November 1 of the years and in the principal amounts, as follows:

For the Bonds Maturing November 1, 2031

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$ 165,000	2029	\$ 185,000
2026	180,000	2030	425,000
2027	175,000	2031*	450,000
2028	175,000		

\* final maturity

The Bonds maturing November 1, 2034, are subject to mandatory redemption, in part, pursuant to the operation of the sinking fund provided for in the Trust Indenture by lot or such other method of random selection as the Trustee may determine, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date fixed for redemption, on November 1 of the years and in the principal amounts, as follows:

For the Bonds Maturing November 1, 2034

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2032	\$ 470,000	2034*	\$ 525,000
2033	500,000		

\* final maturity

The Bonds maturing November 1, 2040, are subject to mandatory redemption, in part, pursuant to the operation of the sinking fund provided for in the Trust Indenture by lot or such other method of random selection as the Trustee may determine, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date fixed for redemption, on November 1 of the years and in the principal amounts, as follows:

For the Bonds Maturing November 1, 2040

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2035	\$ 555,000	2038	\$ 655,000
2036	585,000	2039	695,000
2037	620,000	2040*	1,560,000

\* final maturity

## Schedule B

\$10,335,000

### TRILLIUM ACADEMY

### PUBLIC SCHOOL ACADEMY REFUNDING BONDS, SERIES 2019

#### Issue Price Certificate

The undersigned, on behalf of Herbert J. Sims & Co., Inc., hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Exhibit A.

2. ***Yield on the Bonds.*** We reasonably believe that the composite yield on the Bonds as computed by the undersigned is not less than 5.687271% per annum. We reasonably believe that such number is the discount rate that produces the same present value when used in computing, as of the date of issuance of the Bonds, (i) the present value of all of the debt service payments paid and to be paid in connection with the Bonds (including all scheduled payments of principal and interest with respect to the Bonds) and (ii) the present value of the issue price of the Bonds.

3. ***Defined Terms.***

(a) ***Issuer*** means Trillium Academy, a Michigan Public School Academy.

(b) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Herbert J. Sims & Co., Inc.'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information

will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Miller, Canfield, Paddock and Stone, P.L.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[Signature Page Follows]

HERBERT J. SIMS & CO., INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

[Signature Page -- \$10,335,000 Trillium Academy Public School Academy Refunding Bonds,  
Series 2019 -- Issue Price Certificate]



**EXHIBIT A**  
**SALE PRICES**  
(Attached)

NUMBER

1



SPECIMEN

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF WAYNE

TRILLIUM ACADEMY  
PUBLIC SCHOOL ACADEMY REFUNDING BOND, SERIES 2019

Registered Owner: Cede & Co.

Principal Amount: \$1,455,000

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
4.750%	November 1, 2024	April 18, 2019	89621D AE3

FOR VALUE RECEIVED, Trillium Academy, County of Wayne, State of Michigan (the "Academy") hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the principal corporate trust or other designated office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the interest rate specified above from the authentication date hereof or such later date to which interest has been paid, but only from the sources and in the manner hereinafter provided on each May 1 and November 1 (each an "Interest Payment Date"), commencing November 1, 2019, until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 3.02 of the Indenture (as defined below), interest is payable by check or draft of the Trustee mailed when due to the registered holder hereof at the close of business on the 15th day of the month immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond registration books of the Academy maintained by the Trustee (the "Bond Register").

NUMBER

2



SPECIMEN

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF WAYNE

TRILLIUM ACADEMY  
PUBLIC SCHOOL ACADEMY REFUNDING BONDS, SERIES 2019

Registered Owner: Cede & Co.

Principal Amount: \$960,000

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
5.000%	November 1, 2029	April 18, 2019	89621D AF0

FOR VALUE RECEIVED, Trillium Academy, County of Wayne, State of Michigan (the "Academy") hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the principal corporate trust or other designated office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the interest rate specified above from the authentication date hereof or such later date to which interest has been paid, but only from the sources and in the manner hereinafter provided on each May 1 and November 1 (each an "Interest Payment Date"), commencing November 1, 2019, until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 3.02 of the Indenture (as defined below), interest is payable by check or draft of the Trustee mailed when due to the registered holder hereof at the close of business on the 15th day of the month immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond registration books of the Academy maintained by the Trustee (the "Bond Register").

NUMBER

3



SPECIMEN

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF WAYNE

TRILLIUM ACADEMY  
PUBLIC SCHOOL ACADEMY REFUNDING BONDS, SERIES 2019

Registered Owner: Cede & Co.

Principal Amount: \$1,755,000

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
5.250%	November 1, 2031	April 18, 2019	89621D AD5

FOR VALUE RECEIVED, Trillium Academy, County of Wayne, State of Michigan (the "Academy") hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the principal corporate trust or other designated office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the interest rate specified above from the authentication date hereof or such later date to which interest has been paid, but only from the sources and in the manner hereinafter provided on each May 1 and November 1 (each an "Interest Payment Date"), commencing November 1, 2019, until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 3.02 of the Indenture (as defined below), interest is payable by check or draft of the Trustee mailed when due to the registered holder hereof at the close of business on the 15th day of the month immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond registration books of the Academy maintained by the Trustee (the "Bond Register").

NUMBER

4



SPECIMEN

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF WAYNE

TRILLIUM ACADEMY  
PUBLIC SCHOOL ACADEMY REFUNDING BONDS, SERIES 2019

Registered Owner: Cede & Co.

Principal Amount: \$1,495,000

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
5.500%	November 1, 2034	April 18, 2019	89621D AG8

FOR VALUE RECEIVED, Trillium Academy, County of Wayne, State of Michigan (the "Academy") hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the principal corporate trust or other designated office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the interest rate specified above from the authentication date hereof or such later date to which interest has been paid, but only from the sources and in the manner hereinafter provided on each May 1 and November 1 (each an "Interest Payment Date"), commencing November 1, 2019, until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 3.02 of the Indenture (as defined below), interest is payable by check or draft of the Trustee mailed when due to the registered holder hereof at the close of business on the 15th day of the month immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond registration books of the Academy maintained by the Trustee (the "Bond Register").

NUMBER

5

SPECIMEN

UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF WAYNE

TRILLIUM ACADEMY  
PUBLIC SCHOOL ACADEMY REFUNDING BONDS, SERIES 2019

Registered Owner: Cede & Co.

Principal Amount: \$4,670,000

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
5.750%	November 1, 2040	April 18, 2019	89621D AH6

FOR VALUE RECEIVED, Trillium Academy, County of Wayne, State of Michigan (the "Academy") hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, at the principal corporate trust or other designated office of the Trustee named below, on the Maturity Date specified above, unless redeemed prior thereto, the Principal Amount specified above, together with interest thereon at the interest rate specified above from the authentication date hereof or such later date to which interest has been paid, but only from the sources and in the manner hereinafter provided on each May 1 and November 1 (each an "Interest Payment Date"), commencing November 1, 2019, until the principal hereof is paid or duly provided for upon redemption or maturity. Payment of the principal of, premium, if any, and interest on this Bond shall be made in lawful money of the United States of America which at the time of payment is legal tender for payment of public and private debts. Unless other arrangements are made pursuant to Section 3.02 of the Indenture (as defined below), interest is payable by check or draft of the Trustee mailed when due to the registered holder hereof at the close of business on the 15th day of the month immediately preceding any Interest Payment Date at the address of such holder as it appears on the Bond registration books of the Academy maintained by the Trustee (the "Bond Register").



Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve months of thirty days each.

This Bond is one of an authorized series of bonds of the Academy designated Public School Academy Refunding Bonds, Series 2019, and issued in the aggregate principal amount of \$10,335,000 (the "Bonds"). The proceeds of the Bonds will be used for the following purposes: (i) to refund the Academy's Full Term Certificates of Participation, Series 2005 in the original principal amount of \$7,200,000, dated as of September 1, 2005 and its Full Term Certificates of Participation, Series 2007 in the original principal amount of \$5,065,000, dated as of November 1, 2007 (collectively, the "Prior Obligations"); (ii) to fund a debt service reserve fund; and (iii) to pay certain costs associated with the issuance of the Bonds.

The Bonds are issued pursuant to Act 451, Public Acts of Michigan, 1976, as amended, and pursuant to a resolution of the Academy adopted on December 20, 2017 (the "Resolution") and a Trust Indenture (the "Indenture") dated as of April 1, 2019, between the Academy and U.S. Bank National Association, as Trustee (the "Trustee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture.

THE BONDS ARE FULL FAITH AND CREDIT OBLIGATIONS OF THE ACADEMY PAYABLE SOLELY FROM THE ACADEMY'S REVENUES AND RECEIPTS AND OTHER FUNDS PLEDGED THEREFOR PURSUANT TO THE INDENTURE. ALL STATE SCHOOL AID IS SUBJECT TO ANNUAL APPROPRIATION BY THE STATE LEGISLATURE AND THE LEGISLATURE IS NOT REQUIRED TO APPROPRIATE MONIES FOR SUCH PURPOSE. THE BONDS DO NOT CONSTITUTE AN OBLIGATION, EITHER GENERAL, SPECIAL, OR MORAL, OF THE STATE, THE CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (THE AUTHORIZING BODY OF THE ACADEMY), OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE, AND NEITHER THE FULL FAITH AND CREDIT NOR ANY TAXING POWERS OF THE STATE, THE CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE ARE PLEDGED TO THE PAYMENT OF PRINCIPAL AND INTEREST WITH RESPECT TO THE BONDS. THE ACADEMY HAS NO TAXING POWER.

THE BONDHOLDER, BY THE ACCEPTANCE HEREOF, ASSENTS TO ALL PROVISIONS OF THE INDENTURE.

No recourse under or upon any obligation, covenant, acceptance or agreement contained in the Indenture, or in any of the Bonds, or under any judgment obtained against the Academy, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any employee or officer, as such, past, present, or future, of the Academy or any

receiver thereof, or for or to any Holder of any Bond, or otherwise, of any sum that may be due and unpaid by the Academy upon any of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member or officer, as such to respond by reason of any act or omission on his or her part, or otherwise, for directly or indirectly, the payment for or to the Academy or any receiver thereof, or for or to the owner or any Holder of any Bond, or otherwise, of any sum that may remain due and unpaid upon any Bond, shall be deemed to be and is hereby expressly waived and released as a condition of and consideration for the execution and delivery of the Indenture and the issuance of the Bonds.

The Bonds are issuable as fully registered Bonds in the denomination of \$5,000 or any integral multiple in excess thereof (the "Authorized Denominations"). This Bond, upon surrender hereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee executed by the registered Holder hereof or his or her attorney duly authorized in writing, may, at the option of the registered Holder hereof, be exchanged for an equal aggregate principal amount of Bonds of any other Authorized Denomination. The transfer of this Bond may be registered as provided in the Indenture, subject to certain limitations therein contained, only upon the Bond Register and only upon surrender of this Bond for transfer to the Trustee duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered Holder hereof or his attorney duly authorized in writing. Thereupon, one or more new Bonds of Authorized Denominations and in the same aggregate principal amount will be issued to the designated transferee or transferees.

The Academy has established a book-entry only system of registration for the Bonds. Except as specifically provided otherwise in the Indenture, a nominee of a securities depository will be the registered owner and will hold this Bond on behalf of the beneficial owners hereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owners of this Bond shall be deemed to have agreed to this arrangement. The nominee, as registered owner of this Bond, shall be treated as the owner hereof for all purposes.

#### **REDEMPTION OF BONDS**

The Bonds shall be subject to redemption prior to maturity as follows:

(a) Optional Redemption

The Bonds or portion of Bonds maturing on or after November 1, 2027, are subject to redemption at the option of the Academy upon written request by the Academy in whole or in part on any day commencing November 1, 2026, at the following redemption prices, plus accrued interest to the date of redemption, and in such order of maturity as the Academy shall



*Trillium Academy*

direct, provided that no Bond may be redeemed in part if the principal amount to be Outstanding following such partial redemption is not an Authorized Denomination:

<u>Optional Redemption Date</u>	<u>Price</u>
November 1, 2026 through October 31, 2027	103%
November 1, 2027 through October 31, 2028	102
November 1, 2028 through October 31, 2029	101
November 1, 2029 and thereafter	100

(b) Mandatory Redemption of Term Bonds

The Bonds maturing November 1, 2024, are subject to mandatory redemption on November 1, 2020, and on each November 1 thereafter, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date from amounts on deposit in the Bond Principal Fund as follows:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
November 1, 2020	\$ 265,000
November 1, 2021	275,000
November 1, 2022	290,000
November 1, 2023	305,000
November 1, 2024 (Maturity)	320,000

The Bonds maturing November 1, 2029, are subject to mandatory redemption on November 1, 2025, and on each November 1 thereafter, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date from amounts on deposit in the Bond Principal Fund as follows:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
November 1, 2025	\$ 170,000
November 1, 2026	170,000
November 1, 2027	190,000
November 1, 2028	210,000
November 1, 2029 (Maturity)	220,000

**NUMBER**  
*Trillium Academy*

The Bonds maturing November 1, 2031, are subject to mandatory redemption on November 1, 2025, and on each November 1 thereafter, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date from amounts on deposit in the Bond Principal Fund as follows:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
November 1, 2025	\$ 165,000
November 1, 2026	180,000
November 1, 2027	175,000
November 1, 2028	175,000
November 1, 2029	185,000
November 1, 2030	425,000
November 1, 2031 (Maturity)	450,000

The Bonds maturing November 1, 2034, are subject to mandatory redemption on November 1, 2032, and on each November 1 thereafter, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date from amounts on deposit in the Bond Principal Fund as follows:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
November 1, 2032	\$ 470,000
November 1, 2033	500,000
November 1, 2034 (Maturity)	525,000

The Bonds maturing November 1, 2040, are subject to mandatory redemption on November 1, 2035, and on each November 1 thereafter, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date from amounts on deposit in the Bond Principal Fund as follows:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
November 1, 2035	\$ 555,000
November 1, 2036	585,000
November 1, 2037	620,000
November 1, 2038	655,000
November 1, 2039	695,000
November 1, 2040 (Maturity)	1,560,000

(c) Purchase in Lieu of Redemption.

The Bonds are subject to purchase in lieu of redemption by the Academy prior to their respective maturity dates at any time, in whole or in part, if the following conditions are satisfied:

- (i) The Academy and the Bondholders negotiate and agree upon a purchase price that is communicated in writing to the Trustee, provided that the purchase price so negotiated, together with the expense of such purchase, may not exceed the redemption price of the Bonds to be purchased;
- (ii) Upon written agreement as described in (i) above, the Academy shall direct the Trustee to purchase certain Bonds and will provide funds to the Trustee for deposit in the Bond Interest Fund and Bond Principal Fund in the amount necessary to pay the purchase price of the selected portion of the Bonds in excess of that required to fully satisfy the next scheduled interest and principal payments due on the Bonds, and provided there is deposited into the Expense Fund such amount as the Trustee may require to cover the accrued and anticipated fees and expenses;
- (iii) The Trustee confirms that the amount provided for by the Academy pursuant to (ii) above is sufficient to warrant such purchase at the purchase price agreed to by the Academy and the Bondholders pursuant to (i) above; and
- (iv) To the extent permitted by law, the Academy shall indemnify and hold harmless the Trustee, in a form and with such security as may be satisfactory to the Trustee, from and against any and all liabilities, claims, or losses arising out of, by virtue of, or in connection with, the tender of Bonds, up to the amount of the value of the Bonds tendered, except in the case of negligence, willful misconduct, or bad faith on the part of the Trustee.

As Bonds are purchased pursuant to the Indenture, such purchase of Bonds will be considered to have satisfied, in whole or in part, the redemption requirements as set forth in the Indenture. Once purchased, such Bonds shall be delivered to the Trustee and cancelled.

(d) Mandatory Redemption Upon Determination of Taxability.

The Bonds are subject to mandatory redemption prior to maturity, as a whole and not in part, on the earliest practicable date for which notice can be given following the occurrence of a Determination of Taxability, at a redemption price equal to 103% of the principal amount thereof plus accrued interest to the redemption date.

(e) Redemption of Bonds Upon Occurrence of Certain Events.

Subject to Sections 8.01 and 8.02 of the Indenture, the Bonds are redeemable at the option and upon the direction of the Bondholders of at least two-thirds (2/3) of the Outstanding Bonds, in whole at any time or in part on any Business Day from and to the extent of funds on deposit under the Indenture and available for this purpose at a redemption price equal to the principal amount of each Bond to be redeemed plus accrued interest to the redemption date, upon the occurrence of any of the following events:

(i) The Facilities shall have been damaged or destroyed in whole or in part to such extent that, as expressed in a Consulting Architect's Certificate filed with the Trustee, either: (A) the Facilities cannot reasonably be restored within a period of 12 consecutive months to the condition thereof immediately preceding such damage or destruction; (B) the Academy is thereby prevented from carrying on its normal operations for a period of 12 consecutive months; (C) the cost of restoration thereof would exceed the Net Proceeds of insurance carried thereon pursuant to the requirements of Section 7.03 of the Indenture; or (D) the final maturity of the Bonds is within five years of the date of such damage or destruction.

(ii) Title to, or the temporary use of, all or any substantial part of the Facilities shall have been taken under the exercise of the power of eminent domain by any governmental entity, or Person, firm or corporation acting under governmental authority or because of a defect in title.

(iii) As a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Academy in good faith, the Indenture shall have become void or unenforceable or impossibility of performance in accordance with the intent and purposes of the parties as expressed in the Indenture. Redemption pursuant to this subsection (iii) shall be in whole only.

Only Net Proceeds of insurance or a condemnation award shall be used for a partial redemption of Bonds pursuant to subsections (e)(i) or (ii) above.

(f) Method of Selecting Bonds

If less than all the Outstanding Bonds are called for redemption, the Academy may designate maturities of the Bonds to be redeemed first, or if the Academy does not so designate, the Trustee shall select the Bonds to be redeemed by lot or in such other manner as

it shall in its discretion determine; provided that any such Bonds or portions thereof selected for redemption shall be in Authorized Denominations and no Bond may be redeemed in part if the principal amount to be outstanding following such partial redemption is not an Authorized Denomination. If less than the principal amount of a Bond is called for redemption, the Academy shall execute and the Trustee shall authenticate and deliver Bonds in any of the Authorized Denominations in exchange for the unredeemed principal amount of such Bond. In no event shall the redemption of Bonds result in a Bond denomination of less than \$5,000.

(g) Notice of Redemption

Notice of redemption shall be mailed by the Trustee by first class mail at least 30 days but not more than 45 days before any redemption date to the Registered Owner of each Bond to be redeemed in whole or in part at its last address appearing on the Bond Register; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond, or portion thereof with respect to which no such failure or defect has occurred. Any notice mailed as described in this paragraph shall be conclusively presumed to have been duly given, whether or not the Bondholder receives the notice.

Each notice of redemption shall state: (i) the redemption date; (ii) the redemption price; (iii) identifying information including designation, issue date, CUSIP numbers, interest rate, maturity date and, in the case of a partial redemption, the respective principal amounts of the Bonds to be redeemed; (iv) that on the redemption date the redemption price will become due and payable upon each such Bond and that interest thereon shall cease to accrue from and after such date; and (v) the name and address of the Trustee for such Bonds and the place where such Bonds are to be surrendered for payment of the redemption price.

**GENERAL PROVISIONS**

If provision is made for the payment of principal of, premium, if any, and interest on this Bond in accordance with the Indenture, this Bond shall no longer be deemed outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture, and shall thereafter be payable solely from the funds provided for payment.

Under certain circumstances as described in the Indenture, the principal of all the Bonds shall or may be declared due and payable in the manner and with the effect provided in the Indenture. Immediately following any such declaration, the Trustee shall mail notice of such declaration by first class mail to each holder of Bonds at his or her last address appearing on the Bond Register. Any defect in or failure to give such notice of such declaration shall not affect the validity of such declaration.



The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations, if any, of the Academy, and the Bondholders at any time with the consent of the Bondholders of a majority in aggregate principal amount of the Bonds at the time outstanding which are affected by such modifications. The Indenture also permits amendments and supplements to the Indenture, without requiring the consent of any Bondholders in certain specifically described instances. Supplements and amendments to the Indenture may be made only to the extent and in circumstances permitted by the Indenture.

No Bondholder shall have the right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to a default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided under certain limited circumstances described in the Indenture.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that all acts, conditions and things required to exist, happen and be performed by the Constitution and statutes of the State of Michigan precedent to the execution and delivery of the Indenture and the issuance of this Bond and the issue of which it is a part, do exist, have happened and have been timely performed in regular form and manner as required by law, and the issuance of this Bond, together with all other obligations of the Academy, does not exceed or violate any constitutional or statutory limitation applicable to the Academy.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized signers, this Bond shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

*[Remainder of page intentionally left blank.]*

NUMBER  
*Trillium Academy*

IN WITNESS WHEREOF, Trillium Academy has executed this Bond by the manual or facsimile signature of its President as of the Date of Original Issue set forth above.

TRILLIUM ACADEMY

By: *Heather Gardner*  
Heather Gardner  
Its: President

**TRUSTEE'S CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Indenture.

**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

By: *Christie*  
Its: Vice President

Authentication Date: April 18, 2019

[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_

(Name and Address of Assignee)

(Taxpayer I.D. No. \_\_\_\_\_)  
the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_, the within Bond and does hereby  
irrevocably constitute and appoint \_\_\_\_\_, attorney to  
transfer such Bond on the books kept for registration and transfer of the within Bond, with full  
power of substitution in the premises.

Dated: \_\_\_\_\_ [Signature]

NOTICE: The signature(s) to this Assignment must correspond with the name as it appears upon the face of the Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: \_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15) participating in a Securities Transfer Association recognized signature guarantee program.

33294293.1\155723-00001



# **CERTIFICATE OF USE AND OCCUPANCY**


## **PERMANENT**

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

**Building Permit No. LB021995  
Trillium Academy  
15740 Racho Road  
Taylor, Michigan  
Wayne County**

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

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

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

**November 10, 2005**

# **CERTIFICATE OF USE AND OCCUPANCY**

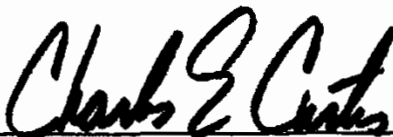
## **PERMANENT**

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

**Building Permit No. B024972  
Trillium Academy Phase II  
15740 Racho Road  
Taylor, Michigan  
Wayne County**

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

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



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

**October 1, 2007**

**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 application and enrollment of students criteria of the Academy 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**

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 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; and 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 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: 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 this Contract.

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

**SECTION B**

**EDUCATIONAL GOAL AND RELATED MEASURES**

## EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Although an increase in academic achievement for all groups of pupils as measured by assessments and other objective criteria is the most important factor in determining the Academy's progress toward the achievement of the educational goal, the Center also considers other factors. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the University expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

### Educational Goal to be Achieved

Prepare students academically for success in college, work and life.

### Measures to Assist In Determining Measurable Progress Toward Goal Achievement

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

#### Measure 1: Student Achievement

The academic achievement of **all students who have been at the academy for one or more years<sup>1</sup>** in grades 3-8 will be assessed using the following measures and targets:

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

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



Grade	MAP National Norms	
	Reading	Math
3	198.6	203.4
4	205.9	213.5
5	211.8	221.4
6	215.8	225.3
7	218.2	228.6
8	220.1	230.9

### **Measure 2: Student Growth**

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

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

**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.

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) in Evidence-Based Reading and Writing (EBRW) and Math.	For EBRW, distribution (which will be in the form of percentages): Exceeds ≥ 70.0% Meets ≥ 60.0% Approaching ≥ 50.0% Does not meet < 50.0%  For Math, distribution (which will be in the form of percentages): Exceeds ≥ 50.0% Meets ≥ 40.0% Approaching ≥ 30.0% Does not meet < 30.0%	PSAT 9 EBRW: 60% Math: 40%
			PSAT 10 EBRW: 60% Math: 40%
			SAT 11 EBRW: 60% Math: 40%
In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:			
Over Time:	The percentage of students meeting or surpassing grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of −x to +x): Exceeds ≥ 6.0% Meets ≥ 3.0% Approaching ≥ 1.0% Does not meet < 1.0%	3.0%
Comparison Measure:	The percentage of students meeting or surpassing grade-level 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 ≥ 10.0% Meets ≥ 5.0% Approaching ≥ 0.0% Does not meet < 0.0%	5.0%

Grade	College Readiness Benchmarks		
	TEST	EBRW	MATH
9	PSAT	410	450
10	PSAT	430	480
11	SAT	480	530

**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**

Cultivating college and career focused learners by embracing academic excellence, strong character values, disciplined artistry, and individual student passions.

### **Vision**

The staff and other stakeholders at Trillium Academy ("Academy") are dedicated to enriching the mind, body, and spirit of every child with principles of excellence and self-worth. The Academy's vision is that the students will leave Trillium Academy as:

- Lifelong learners in pursuit of college and career
- Critical, innovative thinkers and problem solvers
- Responsible and productive citizens who display good character values
- Professionals with the means to communicate in a global society
- Appreciation for culture and the arts

Through the collaboration of school, home and community, every Trillium graduate will be well prepared for the demands of the 21st Century. In essence, Trillium students learn the art of success every day.

### **VALUES**

- *PASSION*: We believe in embracing and cultivating an individual's passion for education and life.
- *LOVE FOR STUDENTS*: We believe in providing a safe place founded in love for students. By actively teaching the whole child we foster relationships that bring about optimum student success.
- *INTENTIONAL*: We believe in being intentional and deliberate about using the arts and outside educational experiences to reinforce classroom academics and to provide a broad education for the whole child.
- *COMMUNICATION*: We believe in creating a school environment that is built upon collaborative communication with all stakeholders, whose diverse and valuable opinions and experiences contribute to school success.
- *HIGH EXPECTATIONS*: We believe having high expectations that are clearly defined for both students and staff is essential in promoting responsibility, accountability, and academic success.
- *DISCIPLINED ARTISTRY*: We believe that fostering disciplined artistry in our students prepares them for lifelong learning as good citizens and community leaders.
- *SUCCESS*: We believe that in order to create success, we must place the needs of our students, staff, and parents at the center of our academic programs. We understand that all needs are different based on backgrounds and experiences. We will cultivate success by

instilling integrity, perseverance, and resourcefulness into our student's daily lives, while being true to our mission.

- **FOCUSED:** We believe strongly in cultivating college and career focused learners, thus everything we do is in strategic alignment to our mission.
- **FAMILY:** We believe in the value of the family. Our student's families are a vital component to their success. The greater Trillium family, comprised of school employees and stakeholders, is committed to providing the support and guidance necessary to create successful students.
- **RESPECT:** We believe that our school community models and practices respecting students, teachers, and staff, including their time, in order to create a more positive community with a common goal of accomplishing our mission.

### **Mission Specific Goals**

The Academy utilizes its mission, vision and beliefs to fulfill its educational program through a focus on goal planning and attainment. The Academy has five mission specific goals which align with the mission and vision and are the core of the Academy's program. These goals are often referred to as pillars of the Academy because they act as the foundation for the educational program.

These goals are used for monitoring the progress of the Academy's program as well as for decision-making purposes for alterations, deletions and additions to the Academy's program. The Academy utilizes the "big arrow" philosophy in working with program planning. This means decisions are made to ensure all elements of the Academy's program are designed to achieve the mission specific goals. If an element does not align properly with the attainment of a goal, the Academy must choose to take a different route or course of action.

Each goal is supported by a research-based rationale to explain its importance to the growth and development of students. Each goal includes performance indicators, which provide guidance to attain that goal. Goal progress is monitored throughout the year and assessed annually. Over time, it is essential that goals are adjusted and revitalized as educational, community and societal needs change.

### **Goal 1: College Focused Academics**

***GOAL 1: Improve college/post-secondary outcomes for more students.***

#### **Objectives:**

1. Develop systems to ensure the Academy regularly analyzes and provides updates on current performance data as it relates to post-secondary performance to help drive adjustment to program initiatives.
2. Identify non-test related factors in post-secondary success.
3. Develop a system for implementing match/fit program to ensure students are connecting to the appropriate post-secondary program to help increase the odds of success.
4. Expand and maintain Advanced Placement® ("AP®") program and expand the dual enrollment initiative.

***GOAL 2: Advance students' higher-order thinking skills to support students moving past understanding standards to applying standards.***

**Objectives:**

1. Launch professional development and coaching support for all teachers to gain a deeper understanding of what higher-order thinking looks like within all standards.
2. Develop or identify ongoing support resources that demonstrate teaching practices focused on higher-order thinking skill development.
3. Create opportunities for teachers to observe examples of quality instructional practices.
4. Consistently execute data-driven decision making to support the advancement of all students and teachers.

***GOAL 3: Implement an engaging education program using a project-based approach to learning.***

**Objectives:**

1. Objective 3.1: Launch an exploration, learning, and planning process with key change agents within the school.
2. Develop a school wide exposure strategy to begin slowly introducing project-based learning.
3. Develop Professional Development ("PD") plans to help accelerate learning for targeted staff.
4. Implement needed system changes to accommodate a project-based educational program.
5. Implement project-based learning in specific content areas.
6. Evaluate curriculum alignment to not only standards but project-based approach.

**Goal 2: Strong Character Values**

***GOAL 1: Expose all students to opportunities to learn and practice character values within and around our community***

**Objectives:**

1. Develop community service requirements aligned to learning objectives.
2. Develop an Academy Board scholarship tied to outstanding community service involvement.
3. Develop expanded opportunities for community service for all students K-12.

***GOAL 2: Support students in developing personal character with positive behavior that leads them to success in school and life***

**Objectives:**

1. Evaluate current character value resources and determine future resource needs.
2. Ensure one time a month character value lessons are delivered.
3. Consistently apply the Positive Behavioral Interventions and Supports ("PBIS") process in all classrooms.

**Goal 3: Arts and Student Passions**

***GOAL 1: Elevate K-5 students' exposure to a variety of arts, cultural, and diverse learning opportunities to provide experiences that will support the development of individual passion.***

**Objectives:**

1. Conduct an assessment of what experiences are currently being provided to K-5 students.
2. Develop and begin to implement plans to refine and create opportunities for all K-5 students to be exposed to arts, cultural and other diverse learning opportunities throughout the year.

*GOAL 2: Provide opportunities for Middle and High School students to develop their areas of passion.*

**Objectives:**

1. Conduct a passion interest survey with students to help determine if the Academy's programs are supporting students' passion development.
2. Align elective offerings including arts, languages, etc. with students' interests.
3. Annually, develop experiential learning opportunities that support the continued development and future exposure of arts, culture and other areas of student passion that are also tied to learning objectives.

**Goal 4: Team Excellence**

*GOAL 1: Develop a competitive compensation structure*

**Objectives:**

1. Collectively create and communicate a compensation structure.
2. Collectively create performance-based compensation and bonus structure.

*GOAL 2: Support and develop individual teachers to ensure the highest quality of instruction for Trillium students*

**Objectives:**

1. Continue to develop leadership opportunities to support the continued growth and development of staff.
2. Provide PD to meet teachers' needs and provide growth.
3. Develop individual PD plans to support the individual development of all staff.

**Goal 5: Community Engagement**

*GOAL 1: Identify and use effective communication that are grade-level appropriate between staff and stakeholders*

**Objectives:**

1. Develop communication expectations between parents and staff.
2. Clarify communication tools that are currently being used and the purpose of use and investigate possible communication tools that could be used to advance communication effectiveness.
3. Evaluate the effectiveness of different communication methods and develop a strategy to more effectively communicate with stakeholders.

*GOAL 2: Develop a robust and diverse volunteer experience.*

**Objectives:**

1. Ensure policies and systems around volunteer screening are thorough and communicated to all stakeholders.

2. In collaboration with staff and parents, develop a list of diverse volunteer opportunities within the school.
3. Develop a process to identify potential volunteers and provide an orientation that includes expectations.

***GOAL 3: Establish and cultivate long-lasting partnerships that align with Trillium Academy's vision and support meeting school outcomes***

**Objectives:**

1. Identify/rank current and possible partnerships to develop a target list of partners.
2. Assign leaders to develop and maintain relationships.
3. Develop and execute consistent ways to engage and recognize partners including a well-documented process and procedure for the developed methodology.

**Educational Program Implementation**

Implementation of the Academy educational program is based on developing college and career readiness in all students K-12 in the 21st Century. Academic excellence, disciplined artistry and strong character values are implemented through research-based best practices as designed by Doug Lemov's *Teach Like a Champion* coupled with integration of arts and academics. The achievement of this educational program is measured by the attainment of the Academy's mission specific goals.

The Academy educational program, instructional strategies and methodology are founded on current research of best practices in education. Staff members, administration and governance conduct research continuously. When top research is found, the entire teaching staff conducts action research through book studies and collaborative discussions continuously throughout each school year. Additionally, the entire teaching staff is exposed to the top educational practices and methodology through professional development annually and throughout each school year. Professional development experiences extend into professional learning communities where teams of teachers work together on book studies, online sessions, workshops and weekly house meetings. House meeting activities include, but are not limited to, assessing student work, data exploration, content coaching and lesson planning.

***Teach Like a Champion Strategies***

Designated *Teach Like a Champion* strategies are implemented to build a culture of success, academic engagement and rigor. While not all strategies have been designated for implementation at the Academy, the selected strategies are implemented based on development of the Academy's teachers, students and program in general. These strategies are evaluated by administration, taught to teachers and support is provided for teachers to improve. There are baseline strategies for implementation in the entire Academy and other strategies are selected for implementation based on student and teacher effectiveness and need. Implementation of the process is differentiated based on data.

***Data Driven Differentiated Instruction***

All instructional decisions within the classroom are founded upon student data. Student baseline data is used to determine background understanding and pre-tests are scheduled two weeks prior



to teaching a unit to allow for lesson adjustments to support differentiated learning. Tiers are constructed based on pre-tests to ensure learning progression for all students.

### *Metacognition*

To teach students to think about learning, teachers model thinking aloud and have students practice, then recreate the process independently.

### *Mode of Instruction: Concrete, Pictorial, Abstract; Kinesthetic, Visual, Auditory*

Lessons should start with a concrete component where students are physically moving and manipulating materials, followed by a visual component where students are drawing out problems and answers or pictures and connections. Lessons conclude with the abstract (the algorithm or traditional way of doing the problem in math) or auditory part of the learning, applying the knowledge to its context.

### *Probing questions and answers*

When asking questions or having students demonstrate a problem, ask students to defend in words: "why is this your answer?" Then ask "does anyone have something different to tell us?" and defend why. Active discussion in this way will help students to build an understanding of the probing and proving concept. Encourage students to think deeper and defend responses. Do others think differently? Why? What connections can be made with the topic - text to text, text to self, text to world?

### *Connections to Learning (Board Objective)*

Bridging learning together for students through understanding the purpose of what is being taught, how it applies to the real world and why it is important to students will greatly increase student engagement and, in turn, student achievement. Introduce the lesson with a "kid language" learning objective. Write it on the board to refer to throughout the lesson and summarize or conclude the lesson with a reflection of the objective.

### *Explicit Coping for Learning Strategies*

There are coping strategies taught to assist students in independent learning tasks. These strategies need to support a challenge area for students to allow independent progress. For example, when a student struggles with comprehension of a passage teachers present "tracks of thinking." This strategy teaches the student to write down comments and connections the brain is making as a passage is read. This will help students to retain the information as well as serve as notes for quick reference. Instead, in addition to comments and quick draw pictures also serve as good reference.

### *Program Materials*

Common language is essential to the continuity of learning for students. To ensure the fluidity of the program, the Academy selects materials that align with the methodology and strategies of the program and can be maintained as a foundational resource from grade to grade. Based on these factors, see course matrix that the Academy currently utilizes for core resource.

### *Student Engagement*

The Academy's program engages students in the learning process to prepare them academically for success in college, work and life. The Academy accomplishes this in a multitude of ways,

including the research-based teaching techniques found in *Teach Like a Champion*. These techniques assist teachers in utilizing every moment of classroom time for student engagement and high impact learning acquisition and are the vehicle for ensuring required skills are built and ample time is allowed for the integration and application of the arts and academics.

Academically, the Academy utilizes a system for ensuring each student has an Individual Education Plan ("EDP") in this plan, students and teachers are responsible for working together to include assessment scores, basic educational knowledge of students and goals for attaining academic standards. The Academy's standards are based on preparing students to achieve target scores, which have been researched to prove a proficiency level of standard college entry. To meet that level, students aspire to reach approximately the 60<sup>th</sup> percentile on the Northwest Evaluation Association<sup>™</sup> ("NWEA<sup>™</sup>") Measures of Academic Progress<sup>®</sup> ("MAP<sup>®</sup>") Growth<sup>™</sup> assessment in 2<sup>nd</sup>-8<sup>th</sup> grades in both reading and math. Additionally, the Academy utilizes college readiness assessments in 8<sup>th</sup>-11<sup>th</sup> grades to strive for college readiness standards attainment.

In order to attain these goals, the Academy recognizes the need for learning connections. Creating student learning connections is one of the Academy's strategies of implementation. Students need to know what will be learned in each lesson, understand what the goal of the lesson is, why it is important and its real-life application. The Academy's teachers are required to ensure students are aware of this objective and can directly relate this to the lesson and assigned task. Seeing the objective written on the board is one way to monitor this engagement. Teachers know this as the "board objective", which is written in student level language and includes what students are learning and why or how it applies.

Fine and Performing Arts programming is a focus component of the Academy's program to prepare students for college, work and life. Students are exposed to visual arts, vocal and instrumental music, theater arts and some dance opportunities. At the Academy, string instruments have become paramount; classes range from orchestra, serving elementary, middle and high school, to guitar. Students can begin participating in orchestra in the third grade as long as academic progress is not hindered. Additionally, integration of arts and academics takes place in art courses as well as in academic courses. Elementary school integration provides opportunities to display art through 1-2 integration assemblies per year. Middle school integration focuses on a culminating wax museum project incorporating arts and academics. The Symposium project is the high school integration project, which incorporates a cross-curricular study and presentation of material by each individual student. All of these components help to build not only the creative and academic elements of the students' education, but also professional skills such as public speaking, polished articulation, active listening and viewing and creative problem solving. The fine and performing arts programming offers a dynamic edge to the Academy's educational program.

The Academy's high school program utilizes multiple programs to prepare students for college, work and life. Activities include job placements throughout the Academy, which students must apply for (such as teacher assistants), college prep courses, mentoring relationships and support services.

In addition to Educational Planning and Assessment System ("EPAS") assignments, the Academy also has courses designed to help students to succeed in college, work and life. Dual enrollment

with Wayne County Community College is offered to students deemed "college ready" by a committee, which considers a variety of factors, including responsibility, academic history, work ethic and test scores. Students can take college courses to receive high school and college credit. Exclusions to courses offered are hobby, craft or recreation courses, and courses in the subject areas of physical education, theology, divinity or religious education. The Academy offers the opportunity for students to take a course in Exploring College and Careers where a detailed portfolio is developed to utilize in college, scholarship and job applications. A Business and Personal Finance course is also included as an Academy graduation requirement.

The Alumni Success Program is a resource offered to students to support preparation for college, work and life; the Academy employs an Alumni Success Coach with the responsibility of building and maintaining relationships with the Academy's juniors, seniors and post-graduates. While enrolled at the Academy, this coach meets with students to assist in college planning and scheduling college visits both on and off campus. Once students become alumni, the coach tracks success and serves as a support system to help alumni connect with the appropriate resources for success in college.

Real world exploration and application is an essential component to learning at the Academy. All classrooms K-8<sup>th</sup> grade are required to participate in a field study trip each year. Teachers are responsible for planning and arranging the trip. In addition to regular field trips, fourth through eighth grades have designated field study trips, which are aligned with curriculum and character education components. Fifth and sixth grades participate in an overnight camp experience, which includes instructional lessons and character building. Middle school rotates every other year traveling and staying overnight in Chicago and Washington D.C. Finally, the Academy's senior class participates in a character and independence building trip at the culmination of the Academy experience. The senior trip must be to a place where students have the opportunity to exhibit the three R's of the Academy's foundation: respect, responsibility, and resourcefulness, while being in a safe and fun atmosphere to celebrate accomplishments.

After school programs are an important component to preparing students for college, work and life. Students need to learn to manage time between schoolwork and other activities as well as learn to work with others and better themselves. The Academy offers a wide variety of after school opportunities. The Academy's after school program, also known as Kids College, is run and directed by full time teaching staff, who are required to participate in this program the equivalent of one hour per week for the duration of the school year. When staff members or the student body cannot support certain extra-curricular programs, the Academy explores cooperative agreements with similar culture schools or organizations to increase the program benefits of the students. The offerings include academics, arts, athletics and service learning.

### **Multiple Learners**

The Academy program allows for adaptation and modification to meet the needs of all learners including, but not limited to, advanced students, struggling students, students eligible for special education services and English Language Learners ("ELL").

### *Classroom Intervention*

ISPs are snapshot educational plans designed for every student. The teacher and student fill out

the ISPs as new tests and goals are set throughout the year. The ISPs are passed on from grade to grade in student portfolios each year, so the new teacher has a historical snapshot of learning needs and progress.

Classroom Action Plans ("CAPs") are developed by the Student Achievement Coordinator based on the results from the MAP Growth assessment each test period. The CAPs are designed to assist teachers in grouping students with similar suggested learning objectives; this allows the teacher to more efficiently plan for intervention and differentiation within the classroom for all students regardless of level.

### *Targeted Intervention*

The Academy offers many intervention strategies to students who are at risk of not meeting academic growth standards. The Academy's Response to Intervention ("RTI") program serves students in a very focused and targeted way. It is considered to work with students in both Tier II and Tier III of the formal RTI process. It is mainly a pull-out service program, which addresses small groups of students working on similar targets based on the MAP Growth assessment results. Components include push-in opportunities utilizing a team teaching component and, in some cases, an Intervention Specialist may take the lead in a classroom for a designated subject or lesson requiring more specific expertise for struggling students. Each trimester a Tier III meeting is scheduled with administration and support staff to discuss students who have continued intervention services over time with minimal to no progress to determine next steps.

### *English Language Learner*

The RTI program also services ELL students identified through WIDA™ testing and students with behavior and social skill building needs. These groups meet daily during the regular school day schedule. Each trimester a Tier III administrative meeting is scheduled to discuss students that have not shown progress over time despite multiple RTI interventions. The team determines additional strategies to attempt in addition to the consideration of special education testing.

Neuro-Reading is another Tier III leveled intervention. It is a 10-week program that works with students one on one. It utilizes a specialized method of reading instruction to students who have failed to learn in the traditional method.

Elective and enrichment classes are offered to 3<sup>rd</sup>-12<sup>th</sup> grades. In elementary, instead of academic electives, intervention time is included in the daily schedule to focus on both intervention and enrichment based on MAP Growth assessment results. Elementary arts electives are offered in designated arts classes for grades 3-6, if academic performance is attained. Middle and high school elective and enrichment courses follow traditional terms for placement in credit recovery or advanced level electives. Middle school is also based on report card performance in conjunction with receiving an incomplete or failing grade; the student must then be placed in enrichment to make up the missed learning opportunity.

The Academy offers a summer program that consists of a targeted tutoring plan with 16 contact hours scheduled in a small group setting over the course of the summer. Assigned students meet with staff members at the Academy during hours based around an agreed upon individual schedule.

Students in most critical need are offered the first round opportunity. Participation is opened to others, as available.

Students have the opportunity to participate in dual enrollment based on the achievement of specific scores outlined by the Michigan Department of Education ("MDE"). Dual enrollment students may take up to two academic courses during a semester as eligible. Students participating in dual enrollment may graduate from high school with up to 24 credits on college transcripts.

### *Students with Disabilities*

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the Individualized Educational Program ("IEP") team, and together the team will make decisions that are subject to requirements regarding provision of the least-restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by MDE. 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.

The Academy offers a full spectrum of special education services including speech and language pathology, occupational therapy, physical therapy, social work services, resource room and co-teaching. The goal of special education services is to teach the necessary skills and coping strategies to close the gap of performance and potential. The Academy offers these skills through programming that follows all compliance requirements through state and federal laws. The Academy's program is a fully inclusive program where the Academy strives to implement services into the core program and utilize minimal pullout services. Additionally, the Academy has a special education transition planning coach, which helps special needs students in planning and preparing for college, work and life. The Academy has also developed a relationship with the Joe Brighton Skills Center; the Academy can refer students to this program if eligibility criteria are

met. At this center, students will learn job skills to prepare for functional independence after high school.

#### *504 Plans*

In accordance with section 504, the Academy provides students with appropriate educational services designed to meet the individual needs of qualified students to the same extent the needs of students without a disability are met. Essentially, the section 504 services are intended to "level the playing field," to ensure full participation by individuals with disabilities. The Section 504 coordinator helps to identify students who meet certain criteria under section 504 and works with the educational team, including teachers, RTI staff members and administrators to remove barriers to academic progress.

#### **Early Childhood Education**

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

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

#### **Curriculum and Assessments**

The Academy aligns all teaching and learning between curriculum and assessments for mastery of learning standards.

The Academy educational program assists students in the attainment of the Michigan Academic Standards ("MAS") and the Michigan Curriculum Framework.

All courses have been designed to align with MAS in math, English language arts ("ELA") social studies and science. The curriculum is horizontally and vertically aligned to ensure common pacing and implementation across grade levels and spans. The curriculum pacing-guide includes standards, essential questions, strategies, vocabulary, board objectives for student connections, resources and assessments. This guide serves as the starting point and check and balance system to ensure all learning standards have been taught and covered in a fluid sequence. In addition, the Academy staff developed 30-Day Assessments, which align with the Academy's math, ELA and science pacing guides to provide data to help drive towards teaching and learning mastery.

A lesson plan template and process has been provided for teachers, which begins with the standard. Teachers are taught a thorough thinking process to use when lesson planning to ensure the standard is taught to the level of thinking required and assessed on the state and national assessments. Teachers submit lesson plans on a weekly basis to monitor the implementation of curriculum.

Additionally, goals are set for teachers and students to work towards a target level of attainment as measured by designated assessments. These targets are set at levels that move students toward national proficiency and ultimately college readiness levels. Student achievement scores on the MAP Growth assessment and college readiness assessments are the main measure of the attainment of the MAS and Michigan Curriculum Framework. When students show levels of progress below the proficiency, target interventions are put in place as described in the multiple learners section above.

The Academy utilizes multiple assessment measures through formative and summative assessments to ensure progress is being made toward the Academy's educational goals, including contracted educational goal. In addition to measuring the Academy's program and using assessments to drive instruction, the Academy utilizes placement testing measures to place new students into grade levels and/or classrooms based on results as well as utilizing assessment protocols to determine grade promotion and retention for second, fifth and eighth grades.

#### *Summative Assessments*

Summative assessments include:

College readiness benchmark assessments in 8-11<sup>th</sup> grade, MAP Growth, district 30-day assessments, the state assessment, Developmental Reading Assessment® (“DRA”), final exams, unit tests, science fair projects, symposium, concerts/performances, presentations, wax museum.

#### *Formative Assessments*

Formative assessments include:

MAP Growth, Developmental Reading Assessment (DRA), Bear Assessment, 1 Minute Reads, unit pre-tests, mid-term exams, student work, think pair share, talk to partner, exit slips, presentations, projects, portfolios, district 30-day assessments.

### **Middle School and High School**

The Academy middle school and high school programs address the skills necessary to prepare students for success in college, work and life.

As a foundation to the academic program, Academy teachers and staff emphasize rigor and high expectations to prepare students for the demands of post-secondary life. The College Bound theme is embedded throughout the Academy's program as each classroom represents a different college and students aspire towards college readiness. Friday spirit days include the opportunity to wear a college shirt to emphasize the importance of being college bound within the Academy community. The high school offers a challenging college preparatory curriculum in grades 9-12, ensuring that students understand the academic requirements for college entry and success. Students in grades 8-12 take nationally-normed assessments each year to create awareness of relative readiness for college and expose areas of deficiency to be addressed prior to graduation. Staff members help students to understand the importance of the designated college readiness benchmark tests as well as the minimum scores required for admission into various colleges and universities. The Academy employs professionals to support students in completing the required steps for post-secondary education and work. When applicable, the Academy partners with community organizations to assist special education students in making a successful transition to postsecondary life.

The Academy teaches character and behavioral expectations consistent with those necessary to be successful in the workplace and post-secondary education. Students are exposed to the world of work through guest lectures from the business community, career days and opportunities to develop interests and skills through meaningful elective choices. All Academy students must complete a "Business and Personal Finance" course to provide a foundation for competence and success beyond the doors of the Academy. Additionally, students may elect to take the "Exploring Colleges and Careers" course where an extensive job and college application portfolio for use in post-secondary endeavors is developed.

Challenging middle and high school courses at the Academy are designed to help students develop effective study habits and learn critical thinking and writing skills necessary to succeed in college. Teachers engage in ongoing professional development to assist in creating lesson plans that are not only aligned with the curriculum, but also develop problem solving and analytical skills students need to be successful in college and careers. Administrators monitor and assist teachers in working effectively with all students, from the most gifted to those who are struggling, so all students can be realistically expected to meet the demands of post-secondary life.

To meet the rigorous demands of the Michigan Merit Curriculum ("MMC") while providing students the opportunity to take meaningful elective courses and remediate students who fall behind, the Academy adheres to a trimester schedule at the high school level. This consists of five classes per term, each of which is approximately 75 minutes in length, which allows students three more class selections each year when compared with a traditional semester schedule. Students who fall below the college readiness benchmarks as defined by the ACT/SAT or who fail classes will be scheduled in additional academic courses according to individual needs, to support mastery of the course content and a timely graduation.

### **Middle School Educational Development Plans**

The Academy teachers and counselors provide the opportunity for each student to develop an Educational Development Plan ("EDP") during grade 7, and ensures each pupil reviews his or her EDP during grade 8 and revises it as appropriate before beginning high school. This plan provides a framework for career development and is revised throughout high school under the supervision of high school advisors and counselors.

### **Graduation Requirements**

The Academy has graduation requirements that not only meet, but exceed the Michigan High School Graduation Requirements.

The Academy adheres to an academic program that exceeds the minimum requirements laid out in the MMC. In accordance with the MMC, the Academy requires students take four years of mathematics, including one year of algebra, one year of geometry, one year of algebra II and a senior level math course. Additionally, to meet the ELA requirement, all students at the Academy take English 9, 10, 11 and 12 during high school. In the area of social studies, the MMC states students must complete .5 credits in economics, .5 credits in civics, 1 credit of world history and geography and 1 credit of American history and geography. Academy graduates take all social studies courses required by the state and an additional credit of social studies senior year. Similarly, the MMC requires students to complete physics or chemistry, biology and one other science credit.



Academy students must complete biology, chemistry and physics in addition to 1 credit of senior level science in order to graduate, which exceeds MMC requirements by one credit. All high school students at the Academy take a minimum of 2 years of a world language. Additionally, the Academy requires a minimum of 2 years of visual, performing and applied arts credits; the state sets a minimum requirement of one year. All students complete one year of health and physical education ("PE") and the Academy has integrated online learning experiences throughout the high school curriculum. The Academy also requires students to complete the "Business and Personal Finance" course to be eligible for graduation. All of the above coursework meets or exceeds the MMC graduation requirements.

	<b>Michigan Merit Curriculum</b>	<b>Trillium Academy Requirements</b>
<b>MATH</b> 4 credits required by MMC 4 credits required by Trillium Academy	Algebra I Algebra II Geometry One math course in final year of high school	Algebra I Algebra II Geometry Pre-Calculus or Probability and Statistics
<b>ENGLISH</b> 4 credits required by MMC 4 credits required by Trillium Academy	English 9 English 10 English 11 English 12	English 9 English 10 English 11 English 12
<b>SCIENCE</b> 3 credits required by MMC 4 credits required by Trillium Academy	Biology Physics or Chemistry One additional science credit	Biology Chemistry Physics One additional science credit
<b>SOCIAL STUDIES</b> 3 credits required by MMC 4 credits required by Trillium Academy	.5 credits Civics .5 credits Economics World History and Geography American History and Geography	World History and Geography American History and Geography .5 credits Civics .5 credits Economics One additional social studies credit
<b>PE &amp; HEALTH</b> 1 credit required by MMC 1 credit required by Trillium Academy	1 credit PE & Health	1 credit PE & Health
<b>VISUAL, PERFORMING, &amp; APPLIED ARTS</b>	1 credit required	2 credits required
<b>ONLINE LEARNING EXPERIENCE</b>	1 course or integrated learning experience	Integrated throughout high school curriculum
<b>WORLD LANGUAGE</b>	2 credits required	2 credits required

REQUIREMENT		
<b>BUSINESS &amp; PERSONAL FINANCE</b>	None	.5 credits
<i>*Students who transfer to Trillium Academy during high school are required to meet all of the Michigan Merit Curriculum graduation requirements.</i>		

### **Evaluation of the Educational Program**

The Academy evaluates the effectiveness of the implementation, delivery and support of the educational program continuously, through multiple measures.

The primary evaluation of the Academy's program is through student achievement measures. The Academy utilizes the MAP Growth assessment and examines the data points from different perspectives to evaluate different portions of the Academy's program. Additionally, 30-day district assessments are utilized to measure mastery towards grade level learning standards. The Academy analyzes growth to measure classroom instruction and intervention programs. National percentile ranking is utilized to measure overall programming and view from a broader approach. Academy staff members then analyze and compare the historical trends of students as well as projected growth to ensure the Academy is making the appropriate amount of progress to position students for success in college, work and life. In addition to annual expected growth, the Academy has expectations for catch-up growth. This growth will help students performing below college readiness standards to increase progress beyond the typical yearly expectations. The Academy understands this is the only way to close achievement gaps for students and the Academy.

The next evaluation metric is the college readiness benchmark assessments. The Academy utilizes these scores to determine college readiness of individual students and overall Academy performance. These test results provide better understanding of how the Academy's K-8<sup>th</sup> grade program is preparing students for success in high school. The Academy staff identifies trends of weakness and strength in these scores.

The third evaluation method is the state assessment. The state assessment scores are used, as available, to help close gaps with the implementation of the Academy's program. Additionally, with the 30-day assessment data compared to the state assessment data, the two data points to drive instruction at the formative level directly with the students.

The Academy's fourth evaluation measure is teacher observations and evaluations. Teacher observations and evaluations are conducted multiple times throughout the school year. These metrics help evaluate the effectiveness of program strategies, resources, professional development, instructional implementation, etc. Quality teaching and program implementation fidelity are keys to meeting performance goals.

The Academy's fifth evaluation measure is alumni tracking. The tracking of Academy alumni after high school, including scholarship attainment and post-secondary success in college, work and life, are true testaments to the effectiveness of the Academy's program.

The Academy's final evaluation measure is satisfaction surveys. Annual satisfaction surveys are administered to students, parents and staff to guide improvement plans, to implement strategies and to collect data regarding the effectiveness of the Academy's program.

Three times each year the Academy's administrative support team, which includes assessment, special education, intervention and student support team members, prepare a presentation of data points that assess progress. These are administrative data meetings that are presented to the Academy's ESP educational team, and then work together to develop action plans for improvement.

**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 Academy written curriculum. The curriculum for all core subjects has been received, reviewed and approved by the Center.

- The Romine Group <https://lessonplans.therominegroup.com/Account/Login>

### **Elementary**

The following subjects/courses are offered at the Academy.

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

### **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	9
English 10	10	Spanish II	10
English 11	11	General Spanish	Any
English 12	12	General Spanish II	10-12
AP ELA	11-12		
Mathematics ( <i>minimum 4</i> )		Visual, Performing & Applied Arts ( <i>minimum 1</i> )	
Algebra I	9	Foundations of Art	Any
Geometry	10	2D Art	Any

Algebra II	11	3D Art	Any
Probability & Stats	12	Print Making	Any
Pre-Calculus	11-12	Painting: Watercolor	Any
Science ( <i>minimum 3</i> )		Fibers/Textiles	Any
Biology	9	Life Drawing	Any
Chemistry	10	Orchestra	Any
Physics	11	Music Appreciation	Any
Environmental Science	12	Guitar	Any
Astronomy	Any	Yearbook	Any
Meteorology	Any		
Social Studies ( <i>minimum 3</i> )		Other	
World History	9	Business and Personal Finance	11
American History	10	Exploring College and Career	12
Civics	11		
Economics	11		
Contemporary Issues	12		
World Cultures	12		
Classical Studies	12		
African American History	Any		
Court Cases	Any		
Physical Education & Health ( <i>minimum .5 each</i> )		Virtual Courses***	
Physical Education	Any	BYU Online courses	Any
Health	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.

\*\*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 and all state-mandated assessments.



**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## **APPLICATION AND ENROLLMENT OF STUDENTS**

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

### **Enrollment Limits**

The Academy will offer kindergarten through twelfth grade. The maximum enrollment shall be 809 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  
BETWEEN  
TIPTON ACADEMY  
AND  
TRILLIUM ACADEMY**

This Matriculation Agreement ("Agreement") is dated effective as of July 1, 2020 between Tipton Academy, a public school academy ("Sending School") and Trillium Academy, a public school academy ("Receiving School"). The Receiving School and Sending School are herein referred to collectively as the "Schools."

WHEREAS, the Sending School and Receiving School are separate and independent public school academies, organized under the Michigan Revised School Code (the "Code"). The Sending School holds a charter from Lake Superior State University Board of Trustees ("LSSU"), its authorizing body, which expires June 30, 2023, subject to renewal, and the Receiving School holds a charter from Central Michigan University Board of Trustees ("CMU"), its authorizing body which expires June 30, 2026, subject to renewal; and

WHEREAS, the Sending School does not offer an educational program for high school students, and considering the proximity of the Schools, the complementary nature of their programs, and other factors which advance education in this State, the Schools desire to enter into an agreement whereby the students from the Sending School are given preference for enrollment in the Receiving School; and

WHEREAS, Section 504(4)(b) of the Code provides that such preference for enrollment may be given, instead of the general requirement for random selection in the event applications for enrollment exceed available capacity, if the Receiving School and Sending School enter into a matriculation agreement; and

WHEREAS, the Schools consider it in their best interest, in the interest of their pupils and their educational missions to enter into this Agreement, on the terms and conditions contained herein.

THEREFORE, the parties hereby agree as follows:

1. **Preference.** In accordance with the Code and this Agreement, the Receiving School shall give preference to eligible students from the Sending School, subject only to preference for currently enrolled students in the Receiving School and students who qualify for enrollment priority per the Receiving School's Charter Contract. The Receiving School is not required to accommodate students above capacity as determined by the Receiving School.

2. **Eligible Students.** Students from the Sending School who meet all of the following requirements will be considered "Eligible Students" for purposes of this Agreement:

- a. The student was enrolled in and attended the Sending School at any time during elementary school;
- b. The student was not expelled from the Sending School;

- c. The student did not withdraw from the Sending School in lieu of expulsion;
- d. The student has completed 8<sup>th</sup> grade from any school, including Sending School;
- e. The student is eligible to enroll in a public school in Michigan and meets any additional applicable residency requirements; and
- f. The student is otherwise eligible for enrollment in the Receiving School.

**3. Limitation on Preference; Over-Enrollment.**

- a. Notwithstanding the preference granted by this Matriculation Agreement, the Receiving School shall continue to enroll at least 5% of its pupils using a random selection process, as provided by the Code. If the number of applications for enrollment from the Sending School exceeds 95% of available capacity at the close of the enrollment period for the Receiving School, the Receiving School shall first allocate the minimum number of pupils required to be selected at random to those grades, if any, which are not at capacity in order to accommodate the maximum number of students possible from the Sending School. Then, if necessary, the maximum number of pupils from the Sending School shall be restricted as necessary to meet the 5% random selection requirement by lottery among students from the Sending School. Any students from the Sending School not chosen shall be entered into the random selection process for other enrollees.
- b. If the number of students from the Sending School exceeds capacity of the Receiving School at a grade level or levels, students from the Sending School shall be randomly selected, and a waiting list established based on the order of selection.

**4. Application.** Eligible students who desire an enrollment priority in the Receiving School must complete the Receiving School's application and other requirements for the school year, and submit it to the Receiving School during its enrollment period, in accordance with the Receiving School's admission and enrollment practices incorporated as Exhibit A to this Agreement.

**5. Enrollment.** An eligible student from the Sending School must attend the Receiving School on the first day of school in order to be enrolled and to retain their priority. Any eligible student who does not attend the first day of school at the Receiving School, without obtaining an excused absence from the Receiving School before the end of that school day, shall lose his or her priority at the Receiving School.

**6. Records Transfer.** Upon receipt of a properly completed records release form from the Receiving School and parent of the student, the Sending School shall promptly transfer all student records of qualifying students to the Receiving School, no later than fourteen (14) days after receipt of request for transfer of records from the Receiving School.

**7. Term and Termination.**

- a. This Agreement shall be effective on the date when this Agreement has been approved by the governing body of each of the Schools, and also by the authorizing body for each of the Schools, in accordance with the terms of the authorizing contract.
- b. This Agreement shall become effective July 1, 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.
- c. This Agreement is also subject to early termination by either School, or the authorizing body of either school, at any time for any reason upon ninety (90) days written notice to the other party. If such notice is given more than ninety (90) days before the end of the Receiving School's enrollment period, there shall be no enrollment priority for eligible students from the Sending School for the subsequent school year. If the notice is given anytime thereafter, the eligible students who have already applied for enrollment shall receive priority for the subsequent school year pursuant to the terms of this Agreement.
- d. This Agreement shall be terminated automatically if the authorizing contract for either of the Schools is terminated or revoked. A School which has requested termination of its charter, or which has received notification from its authorizing body or the State Board of Education of the commencement of revocation proceedings shall promptly provide written notice of such action to the other School.

**8. Schools Separate and Independent.** It is acknowledged that the Receiving School and Sending School are, and shall remain, separate and independent from each other. Each school shall remain fully responsible for compliance with the Code, and all applicable laws and regulations.

**9. Arrangements Not Exclusive.**

- a. As of the date of this Agreement, neither the Receiving School nor the Sending School has entered into any matriculation agreement with any other public school academy.
- b. This Agreement is not exclusive as to either the Receiving School or the Sending School, and both Schools shall retain the ability and the discretion to enter into additional matriculation agreements with other public school academies. If either the Receiving School or the Sending School contemplates entering into any additional matriculation agreement with another public school academy, that School shall inform the other party to this Agreement as soon as possible, but not later than the time of approval of such other matriculation agreement by either party thereto, or approval



by either party's authorizing body. The School entering into the other matriculation agreement shall provide full information about that agreement upon request, including but not limited to information about the number of students and the capacity of each party to said other matriculation agreement, a copy of the other matriculation agreement, and any other information pertinent to that agreement.

- c. If the Receiving School enters into matriculation agreements with other public school academies subsequent to this Agreement, students in the Sending School herein shall have priority for enrollment during the term of this agreement over students from any other sending school, unless the Schools otherwise agree in writing.

10. **Reporting.** Each School shall promptly, and not more than fourteen (14) days following written request, provide to the other School information pertinent to the administration of this Agreement, including but not limited to information regarding numbers of students, numbers of applications for enrollment by students from the Receiving School to the Sending School and numbers of students enrolled pursuant thereto, and, subject to State and Federal privacy laws, the reason that any applying student of the Sending School was not enrolled.

11. **Cooperation; Information.** The Receiving and Sending Schools shall cooperate together to provide information about the Schools to prospective students and families from the Sending School consistent with State and Federal privacy and similar laws, pertaining to its programs and enrollment procedures.

12. **Assignment.** This contract is not assignable by either School without the prior written consent of the other school, and the authorizing bodies of both Schools.

13. **Notices.** Any and all notices permitted or required to be given under this Agreement shall be deemed duly given by registered or certified mail with return receipt requested (or by Federal Express or United Parcel Service next day delivery). 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:

Receiving School:

Trillium Academy  
Attn: Board President  
15740 Racho Road  
Taylor, MI 48180

Sending School:

Tipton Academy  
Attn: Board President  
1615 Belton St.  
Garden City, MI 48135

14. **Severability.** If any provision in this Agreement 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 Agreement. 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.

15. **Non-Waiver.** Except as provided herein, no term or provision of this Agreement 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.

16. **Governing Law.** This Agreement 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.

17. **Counterparts.** This Agreement 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.

18. **Access to Copies of Contract.** The Schools agree to make copies of this Agreement available, for public inspection, at their administrative offices during normal business hours.

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

20. **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.

21. **No Third Party Rights.** This Agreement is made for the sole benefit of the Schools to further their educational purposes. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship between the parties hereto, or either of them, and any prospective students, including a relationship in the nature of a third party beneficiary or fiduciary.

22. **Amendment.** Any amendment of this Agreement shall be in writing, and shall take effect upon approval of each School's board and, if required, by each School's authorizing body.

23. **Authorization.** The Agreement is contingent upon review and non-disapproval by both Sending School's and Receiving School's authorizer, in accordance with the terms of the each School's charter contract.

TIPTON ACADEMY

By:   
Its: Board President

Date: 7-7-2020

TRILLIUM ACADEMY

By:   
Its: Board President

Date: 7-12-20

**EXHIBIT A**

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## ADMISSION OF STUDENTS

Reference: MCL 380.502  
20 USC 9532

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 School's web site. Because space is limited, each student must enroll each year. Preferences will be in writing and given to:

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

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

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

Adopted 8/26/04  
Revised 4/25/09; 11/30/16; 8/29/18

## HOMELESS STUDENTS

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

### Definitions

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

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

- A. share the housing of other persons due to loss of housing, economic hardship, or similar reason
- B. live in motels, hotels, trailer parks, or camping grounds due to a lack of alternative adequate accommodations
- C. live in emergency or transitional shelters
- D. are abandoned in hospitals
- E. have a primary night time residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, or
- F. live in a car, park, public space, abandoned building, substandard housing<sup>1</sup>, bus or train station, or similar setting

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

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<sup>1</sup> According to nonregulatory guidance from the U.S. Department of Education (ED), standards for adequate housing may vary by locality. Please see ED guidance for factors to consider when determining whether a child or youth is living in "substandard housing." *Education for Homeless Children and Youth Programs, Non-Regulatory Guidance, U.S. Department of Education (ED), Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act*, at A-3 (July 27, 2016).

Services to Homeless Children and Youth

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

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

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

School Stability

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

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

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

the designated receiving school at the next level for feeder school patterns, when the student completes the final grade level at the school of origin.

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

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

### Immediate Enrollment

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

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

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

### Transportation

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

- A. If the homeless student moves but continues to live within the area covered by the School's charter the School is considered the school of origin and the school of residence and, therefore, transportation will be provided or arranged for the student's transportation to or from the school of origin by the School.
- B. If the homeless student moves to an area outside of the School's charter, though continuing his/her education at the school of origin, the School and the public school district in which the student resides must agree upon a method to apportion responsibility and costs for transportation to the school of origin. If the School and the public school district cannot agree upon such a method, the responsibility and costs will be shared equally.
- C. When the student obtains permanent housing, transportation shall be provided to and from the school of origin until the end of the school year.

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

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

#### Dispute Resolution

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

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

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



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

#### Homeless Children in Preschool

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

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

#### Public Notice

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

#### Records

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

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

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

Adopted 8/26/04  
Revised 6/28/17; 1/24/18

## **EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN**

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

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

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

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

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

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

Adopted 3/30/11

## CHILDREN AND YOUTH IN FOSTER CARE

References: 45 C.F.R. 1355.20

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

### Definitions

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

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

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

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

### School Stability

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

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

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

### School of Origin

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

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

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

### Best Interest Determination

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

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

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

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

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

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

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

#### Local Point of Contact

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

#### Records

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

#### Services to Children and Youth in Foster Care

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

- A. educational services for which the student in foster care meets eligibility criteria including services provided under Title I of the Elementary and Secondary Education Act or similar State and local programs, educational programs for children with disabilities, and educational programs for

- students with limited English proficiency;
- B. preschool programs;
- C. programs in vocational and technical education;
- D. programs for gifted and talented students;
- E. School nutrition programs; and
- F. before - and after-School programs.

#### Transportation Services

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

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

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

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

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

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

Adopted 6/28/17



## ENTRANCE AGE

Reference: M.C.L. 380.1147, 380.1561, 388.1606, 388.1705 & 1705c  
IDEA, Part B; 34 CFR Part 300  
Dear Colleague Letter, Feb. 29, 2012, U.S.D.O.E., Office of Special Education  
and Rehabilitative Services  
A.C. Rule 340.1754

The Board shall establish student entrance age requirements which are consistent with Michigan Law and sound educational practices which ensure equitable treatment.

A child who turns six (6) years of age before December 1st must be enrolled on the first school day of the school year in which the child's sixth birthday occurs, and a child who turns six (6) years of age on or after December 1st must be enrolled on the first school day of the school year following the school year in which the child's sixth birthday occurs.

A. Prekindergarten

A child is eligible for entrance into the School's prekindergarten program if s/he attains the age of four (4) on or before December 1st of the year in which s/he applies for entrance and has not yet attained the age at which s/he will be admitted to kindergarten. Children attending prekindergarten shall be charged tuition in accordance with Board policy.

B. Kindergarten

A child who is at least five (5) years of age on or before September 1<sup>st</sup> of the school year of enrollment is eligible for entrance to the kindergarten program for that school year. The child may not be placed in an alternative program without permission of the parent.

C. Early Entrance

A child who is not yet five (5) years of age on or before September 1<sup>st</sup> for the applicable school year will be admitted to kindergarten under the following circumstances:

1. the child will have attained the age of five (5) by December 1st of the school year of enrollment;
2. the parent or guardian provides written notice to the School of intent to enroll the child for that school year.

Adopted 2/26/14  
Revised 10/29/14; 8/26/15

## FOREIGN AND FOREIGN-EXCHANGE STUDENTS

Reference: M.C.L. 380.504(3)  
8 C.F.R. 214 et seq.  
8 U.S.C. 1101 (Immigration Reform and Control Act)  
M.C.L. 380.1147  
1985 O.A.G. 6316  
Plyler v Doe, 457 U.S. 202 (1982)

The Board of Directors recognizes the positive cultural benefits to the students, staff, and the community in meeting students from other countries and in having foreign students as members of the student body of this School.

In accordance with other admissions policies, the Board will permit the admission of foreign students and foreign-exchange students (from recognized and approved student exchange programs) who are either deemed legal residents of the State of Michigan under applicable law or are permitted under MCL 380.504(3).

### Student and Exchange Visitor Program for Nonimmigrant Students with F-1 Visas

Provided such petition is not prohibited by the School's authorizer, the Board authorizes the School to petition for approval to provide a Student and Exchange Visitor Program (SEVP). As an authorized SEVP provider, the School will issue the certificate of eligibility to nonimmigrant students who complete the application process successfully, which will enable them to apply for an F-1 Visa. All students entering under this section must be deemed residents of the State of Michigan or be permitted under MCL 380.504(3).

Participation by nonimmigrant students in this program will be consistent with Federal law that requires the following:

- A. the student possess sufficient English language proficiency to participate in the high school curriculum
- B. the student's participation does not exceed an academic year
- C. the student pays to the Board the full amount of tuition prior to the commencement of the academic term of attendance
- D. the student otherwise maintains his/her lawful temporary immigration status

### Other Nonimmigrant Students

This policy does not apply to nonimmigrant students with citizenship in countries other than the United States who are not participating in an approved exchange visitor program or who are not sponsored by the School so they can attend the School as participants in the student and exchange visitor program (SEVP) on a valid F-1 visa.

All other nonimmigrant students with citizenship in countries other than the United States who seek to enroll in the School are subject to State law and the School's policies regarding enrollment and, if applicable, tuition. All such students must be deemed to be residents of the State of Michigan under applicable law or be permitted under MCL 380.504(3).

Adopted 8/26/15

**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 1284a, if applicable, 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 of Reporting Requirements.

### **School Day Schedule**

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

**SECTION H**

**AGE OR GRADE RANGE OF PUPILS**

## **AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED**

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

The Academy will enroll students in kindergarten through twelfth grade.

Students of the Academy will be children who have reached the age of 5 by the dates outlined in the Code.

**CONTRACT SCHEDULE 8**

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

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

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

### **Information Available to the Public and The Center**

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

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

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



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

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

AMENDMENT NO. 1

to the  
July 1, 2020 Contract to Charter  
A Public School Academy and Related Documents

Issued To

TRILLIUM ACADEMY  
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES  
(AUTHORIZING BODY)

## CONTRACT AMENDMENT NO. 1

### TRILLIUM ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the “Contract”), dated July 1, 2020, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the “University Board”) to TRILLIUM ACADEMY (the “Academy”), the parties agree to amend the Contract as follows:

- 1.) The Preparedness Plan, approved by the Academy Board, is incorporated into the Contract by reference.
- 2.) Any updates to the Preparedness Plan, approved by the Academy Board, shall automatically be incorporated into the Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions of Contract.
- 3.) This Contract amendment shall remain in effect until the earlier of (i) the end of the 2020-2021 school fiscal year or (ii) the rescission of Executive Order 2020-142, including any successor executive order authorizing a Preparedness Plan.

This Contract amendment is hereby approved by the University Board and the Academy Board through their authorized designees and shall have an effective date of August 17, 2020.



## **Trillium Academy - COVID-19 Preparedness and Response Plan**

Address of School District: 15740 Racho Road, Taylor, MI 48180

District Code Number: 82973

Building Code Number(s): 09094

District Contact Person: Steve Paddock

District Contact Person Email Address: [spaddock@therominegroup.com](mailto:spaddock@therominegroup.com)

Local Public Health Department:  
Wayne County Health Department  
33030 Van Born Rd  
Wayne, MI 48184

Local Public Health Department Contact Person Email Address:  
Sergio Dinaro, MBA  
[sdinaro@waynecounty.com](mailto:sdinaro@waynecounty.com)

Name of Intermediate School District: Trillium Academy

Name of Authorizing Body: Central Michigan University

Date of Adoption by Board of Directors: July 29, 2020



August 11, 2020 [via email]

Mr. Steve Paddock  
Trillium Academy  
15740 Racho Road  
Taylor, MI 48180

Re: Approval of COVID-19 Preparedness and Response Plan ("Plan")

Dear Mr. Paddock:

I am pleased to inform you that the Plan for Trillium Academy ("Academy") has been approved by The Governor John Engler Center for Charter Schools at Central Michigan University and has been transmitted by our office to the State Superintendent of Public Instruction and the State Treasurer. The Plan is effective as of the date indicated in the Plan.

To fulfill one of the required assurances, immediately add a copy of the approved Plan to the Academy's Home Page of its website. An approved copy of the Plan is attached and can be found in Epicenter. The approved Plan constitutes a Charter Contract amendment and remains in effect as long as the Plan remains in effect.

If the Academy requires an amendment to the Plan, please contact Amy Densmore, Director of Charter Accountability, at (989) 506-0355 or via email at [avanatten@thecenterforcharters.org](mailto:avanatten@thecenterforcharters.org) to initiate that process. Thank you for all your efforts to keep student learning moving forward in these trying times. If you have any further questions or need additional support, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Corey Northrop". The signature is fluid and cursive, with the first name "Corey" and last name "Northrop" clearly legible.

Corey Northrop  
Executive Director

cc: Heather Gardner, Board President

Attachment:

Approved COVID-19 Preparedness and Response Plan

**RESOLUTION APPROVING THE COVID-19 PREPAREDNESS AND RESPONSE  
PLAN ("PREPAREDNESS PLAN") AND APPROVAL OF CHARTER CONTRACT  
AMENDMENT**

Trillium Academy (the "Academy")

A regular meeting of the Academy Board of Directors was held on the 29th day of July, 2020, at 8:00 a.m.

The meeting was called to order at **8:02 a.m.** by Board Member H. Gardner:

Present: H. Gardner, G. Handel, R. Bovitz, L. Green, and S. Wisinski

Absent: \_\_\_\_\_

The following preamble and resolution were offered by Board Member S. Wisinski and supported by Board Member G. Handel:

**BACKGROUND**

On June 30, 2020, in response to the novel coronavirus (COVID-19) pandemic affecting our state, Governor Gretchen Whitmer issued Executive Order 2020-142 (the "Order") that, provides a structure to support all schools in Michigan as they plan for a return of preK-12 education in the fall. Under the order, all schools must adopt a COVID-19 Preparedness and Response Plan ("Preparedness Plan") laying out how they will cope with the disease across the various phases of the Michigan Safe Start Plan. Under the Order and the Michigan Safe Schools: Michigan's 2020-2021 Return to School Roadmap developed by the COVID-19 Task Force on Education Return to School Advisory Council ("Return to School Roadmap"), Schools retain flexibility to tailor their instruction to their particular needs and to the disease conditions present in their regions.

Acting under the Michigan Constitution of 1963 and Michigan law, the Order and the Return to School Roadmap state:

1. Coronavirus relief funds under the Coronavirus Aid, Relief, and Economic Security Act will be provided and may be used to aid in developing, adopting, and following a COVID-19 Preparedness Plan under section 2 of the Order.
2. Every school must develop and adopt a Preparedness Plan that is informed by the Return to School Roadmap.
3. By August 15, 2020 or seven days before the start of the school year for students, whichever comes first: the Academy Board must approve its Preparedness Plan.
4. By August 17, 2020, the Academy's authorizing body, Central Michigan University, must collect the Preparedness Plan and transmit such plan to the Superintendent and to the State Treasurer.
5. By August 17, 2020, the Academy must prominently post its approved Preparedness Plan on the Academy's website home page.

The Academy submitted its Preparedness Plan to Central Michigan University ("Authorizer") for review and approval.

The Academy Board of Directors ("Academy Board") is required to approve the Academy's Preparedness Plan by August 15, 2020 or seven days before the start of the school year for students, whichever comes first, and is required to approve the Academy's Preparedness Plan as a charter contract ("Contract") amendment.

**THE ACADEMY BOARD THEREFORE RESOLVES THAT:**

1. The actions taken by Academy representatives to prepare and submit the Academy's Preparedness Plan to Authorizer are ratified.
2. The Preparedness Plan, as approved by the Authorizer, is approved by the Academy Board as the COVID-19 Preparedness Plan and as the COVID-19 Preparedness Plan Amendment to the Contract. This Contract Amendment shall remain in effect as long as The Preparedness Plan remains in effect. The Board President is authorized to sign and submit the Contract amendment to the Authorizer for approval.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.
4. The Academy will deliver from time to time such information regarding the implementation of the Academy's Preparedness Plan as the Authorizer or Michigan Department of Education may reasonably request.
5. Any Board policies or provision of Board policies that prohibit or impede the Academy's compliance with The Preparedness Plan or Executive Order 2020-142 are temporarily waived, suspended or altered.
6. Any actions or actions taken by authorized Academy representatives in the development, submission and implementation of The Preparedness Plan are (to the extent such actions or actions are not inconsistent with the delegation of authority provided under this resolution) ratified and confirmed in all respects.
7. This Resolution shall take immediate effect and continue through the end of the state of emergency and disaster declared in Executive Order 2020-127 and any subsequent executive order declaring a state of emergency or disaster in response to COVID-19 or the end of the 2020-2021 school year, whichever is sooner.

Ayes: 5

Nays: 0

Resolution declared adopted.

Lisa M. Green

Printed Name

[Signature]

Secretary, Academy Board

AMENDMENT NO. 2

to the  
July 1, 2020 Contract to Charter  
A Public School Academy and Related Documents

Issued To

TRILLIUM ACADEMY  
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES  
(AUTHORIZING BODY)



## CONTRACT AMENDMENT NO. 2

### TRILLIUM ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the “Contract”), dated July 1, 2020, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the “University Board”) to TRILLIUM ACADEMY (the “Academy”), as amended, the parties agree to further amend the Contract as follows:

- 1.) The Extended COVID-19 Learning Plan (“ECLP”), approved by the Academy Board, is incorporated into the Contract by reference. The parties agree to suspend the following Contract provisions for the 2020-2021 school year:

Schedule 7, Section b: Educational Goal and Related Measures

Schedule 7, Section c: Educational Programs

Schedule 7, Section d: Curriculum

Schedule 7, Section e: Methods of Pupil Assessment

- 2.) Any revisions or changes to the ECLP, approved by the Academy Board, shall automatically be incorporated into the Contract by reference and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions of Contract.
- 3.) This Contract amendment shall remain in effect until the end of the 2020-2021 school fiscal year.
- 4.) In the event there is a perceived conflict between the ECLP and the Academy’s Preparedness Plan, prepared in compliance with Executive Order 2020-142, the parties agree to discuss implementation of both the ECLP and the Preparedness Plan to ensure that the Academy will meet all of its obligations under applicable law.

This Contract amendment is hereby approved by the University Board and the Academy Board through their authorized designees and shall have an effective date of the Academy’s first day of school for the 2020-2021 school year.



## **Trillium Academy Extended COVID-19 Learning Plan**

Address of School District: 15740 Racho Road, Taylor, Michigan 48180

District Code Number: 82973

Building Code Number(s): 09094

District Contact Person: Steve Paddock

District Contact Person Email Address: SPaddock@TheRomineGroup.com

Local Public Health Department:  
Wayne County Health Department  
33030 Van Born Road  
Wayne, MI 48184

Local Public Health Department Contact Person Email Address:  
Sergio Dinero, MBA  
sdinero@waynecounty.com

Name of Intermediate School District: Wayne RESA

Name of Authorizing Body: Central Michigan University

Date of Adoption by Board of Directors: September 30, 2020



October 01, 2020 [via email]

Mr. Steve Paddock  
Trillium Academy

Re: Approval of Extended COVID-19 Learning Plan ("Extended Learning Plan")

Dear Mr. Paddock:

I am pleased to inform you that the Extended Learning Plan for Trillium Academy ("Academy") has been approved by The Governor John Engler Center for Charter Schools at Central Michigan University. The Center will transmit the Extended Learning Plan to the State as soon as an appropriate mechanism to do so is made available. The Extended Learning Plan is effective as of the date indicated in the document.

To fulfill one of the required assurances, immediately add a copy of the approved Extended Learning Plan to the Academy's Transparency Page of its website. An approved copy of the Extended Learning Plan is attached and can be found in Epicenter. The approved Extended Learning Plan constitutes a Charter Contract amendment and remains in effect as long as the Extended Learning Plan remains in effect.

Thank you for all your efforts to keep student learning moving forward in these trying times. If you have any further questions or need additional support, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Corey Northrop". The signature is written in a cursive, flowing style.

Corey Northrop  
Executive Director

cc: Heather Gardner, Board President

Attachment: Approved Extended COVID-19 Learning Plan

## **RESOLUTION APPROVING THE EXTENDED COVID-19 LEARNING PLANS ("ECLP") AND APPROVAL OF CHARTER CONTRACT AMENDMENT**

Trillium Academy (the "Academy")

A regular meeting of the Academy Board of Directors was held on the **30** day of **September**, **2020**, at **8:00 a.m**

The meeting was called to order at 8:04 a.m. by Board Member H. Gardner :

Present: H. Gardner, G. Handel, S. Wisinski, R. Bovitz

Absent: L. Green (arrived at 8:11am)

The following preamble and resolution were offered by Board Member L. Green and supported by Board Member G. Handel :

### **BACKGROUND**

On August 20, 2020, in response to the novel coronavirus (COVID-19) pandemic affecting our state, Governor Whitmer signed into law certain amendments to the State School Aid Act of 1979, as amended, MCL 388.1601 et seq. ("Back to School Laws"). The Back to School Laws include additional requirements for all Michigan schools as they plan for a return of preK-12 education for the 2020-2021 school year. Under the Back to School Laws, a public school academy must provide for instruction under an extended COVID-19 learning plan ("ECLP") that is approved by its authorizing body ("Authorizer"). ECLPs includes many of the same subject matters addressed in a public school academy's charter contract, including measurable educational goals to be achieved by all subgroups in the school, measurement of those educational goals by one or more benchmark assessments, a description of how the educational program, including instruction, will be delivered, a description of the school's curricula and specific reporting requirements for the 2020-2021 school year. Under the Back to School Laws, schools retain the flexibility to tailor and adjust their ECLPs to meet the needs of their students and the community they serve.

The Back to School Laws require, among other things, that each public school academy do the following:

- (1) Establish educational goals required to be included in the ECLP no later than September 15, 2020.
- (2) Approve an ECLP and submit it to their respective authorizing body ("Authorizer") for approval by October 1, 2020. If approved by the Authorizer, the ECLP is transmitted by the Authorizer to the Superintendent of Public Instruction and the State Treasurer.
- (3) Make an ECLP accessible through the transparency reporting link on the school's website by October 1, 2020.
- (4) Within the first nine weeks of the 2020-2021 school year, administer 1 or more benchmark assessments from the list approved by the Michigan Department of Education (MDE)<sup>1</sup>, a benchmark assessment provided by MDE, or local benchmark assessments, or a combination of the above, to pupils in grades K-8 to measure math and reading proficiency. In addition, by the last day of the 2020-2021 school year, administer another benchmark assessment to pupils in K-8 to measure proficiency in the same subject matter. The Back to School Laws require schools to use the same benchmark assessment(s) used in the 2019-2020 school year, if applicable.
- (5) Provide each pupil's data from the benchmark assessment or benchmark assessments, as available, to the pupil's parent or legal guardian within 30 days of administering the benchmark assessment(s).

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<sup>1</sup> MDE has approved four providers of benchmark assessments and continues to assess additional providers. See [https://www.michigan.gov/documents/mde/Benchmark assessments 700077 7.pdf](https://www.michigan.gov/documents/mde/Benchmark_assessments_700077_7.pdf)

(6) Not later than February 1, 2021, create a report that addresses the progress made in meeting the educational goals in the ECLP that the academy expected would be achieved by the middle of the school year and make the report available on the transparency reporting link on a public school academy's website.

(7) Not later than the last day of the 2020-2021 school year, create a report concerning progress made in meeting the educational goals in the ECLP and make the report available on the transparency reporting link on a public school academy's website.

(8) No later than June 30, 2021, send the aggregate academy-level data from a benchmark assessment(s), excluding data from a local benchmark assessment or local benchmark assessments, to a regional data hub that is part of the Michigan data hub network that shall compile the data and send it to the Center for Educational Performance and Information (CEPI).

(9) Thirty days after approval of the ECLP, the Board shall meet monthly to re-confirm how pupil instruction is being delivered at the school and whether it is consistent with the ECLP and to ensure that 2 2-way interaction, as defined in the Act, is occurring between students and teachers each week of the school year for at least 75% of students enrolled in the school. At each meeting, the Board shall: (a) publicly announce its weekly interaction rates of 2 2-way interaction since its last meeting; (b) allow for public comment on the ECLP; and (c) discuss whether changes to the method of delivery for pupil instruction under the ECLP are necessary.

**THE ACADEMY BOARD THEREFORE RESOLVES THAT:**

1. The actions taken by Academy representatives to prepare and submit the Academy's ECLP to Authorizer are ratified.
2. The ECLP, as approved by the Authorizer, is approved by the Academy Board as the ECLP and as the ECLP Amendment to the Contract.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.
4. The Academy will deliver from time to time such information regarding the implementation of the Academy's ECLP as the Authorizer or Michigan Department of Education may reasonably request.
5. Any Board policies or provision of Board policies that prohibit or impede the Academy's compliance with ECLP are temporarily waived, suspended or altered.
6. This Resolution shall take immediate effect and continue through the end of the 2020-2021 school year. If the Back to School Laws are amended, and such amendments requires additional Board action relative to the ECLP, the Board may take such action to comply with existing law.

Ayes: 5

Nays: 0

Resolution declared adopted.



Print Name: L. Green

Secretary, Academy Board

AMENDMENT NO. 3

to the  
July 1, 2020 Contract to Charter  
A Public School Academy and Related Documents

Issued To

TRILLIUM ACADEMY  
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES  
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 3

TRILLIUM ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2020, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to TRILLIUM ACADEMY (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 7, Section b: Educational Goal and Related Measures, by replacing the materials contained therein with the materials attached as Tab 1.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of July 1, 2021.



Dated: 07/07/2021

By: Corey R. Northrop, Executive Director  
The Governor John Engler Center for Charter Schools  
Designee of the University Board



Dated: 6-30-2021

By: Lisa M. Goss  
Trillium Academy  
Designee of the Academy Board

Trillium Academy  
Contract Amendment No. 3

# Tab 1



## EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Although an increase in academic achievement for all groups of pupils as measured by assessments and other objective criteria is the most important factor in determining the Academy's progress toward the achievement of the educational goal, the Center also considers other factors. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the University expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

### Educational Goal to be Achieved

Prepare students academically for success in college, work and life.

### Measures to Assist In Determining Measurable Progress Toward Goal Achievement

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

#### Measure 1: Student Achievement

The academic achievement of **all students who have been at the academy for one or more years<sup>1</sup>** in grades 3-8 will be assessed using the following measures and targets:

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

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

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

**Measure 2: Student Growth**

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

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

**This space left intentionally blank.**

**Measure 3: 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.

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing the current grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) in Evidence-Based Reading and Writing (EBRW) and Math.	For EBRW, distribution (which will be in the form of percentages): Exceeds $\geq 70.0\%$ Meets $\geq 60.0\%$ Approaching $\geq 50.0\%$ Does not meet $< 50.0\%$  For Math, distribution (which will be in the form of percentages): Exceeds $\geq 50.0\%$ Meets $\geq 40.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	PSAT 9 EBRW: 60% Math: 40%
			PSAT 10 EBRW: 60% Math: 40%
			SAT 11 EBRW: 60% Math: 40%
In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:			
Over Time:	The percentage of students meeting or surpassing the current grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$ ): Exceeds $\geq 6.0\%$ Meets $\geq 3.0\%$ Approaching $\geq 1.0\%$ Does not meet $< 1.0\%$	3.0%
Comparison Measure:	The percentage of students meeting or surpassing the current grade-level 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 $< 0.0\%$	5.0%

AMENDMENT NO. 4

to the  
July 1, 2020 Contract to Charter  
A Public School Academy and Related Documents

Issued To

TRILLIUM ACADEMY  
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES  
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 4

TRILLIUM ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2020, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to TRILLIUM ACADEMY (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 7, Section c: Educational Programs, by incorporating into this Section a virtual component, limited to the 2021-2022 school year, that complies with Applicable Law, University Board requirements, and pupil membership requirements set forth in the Michigan Department of Education Pupil Accounting Manual.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of the Academy's first day of school for the 2021-2022 school year.



Dated: 09/01/2021

By: Corey R. Northrop, Executive Director  
The Governor John Engler Center for Charter Schools  
Designee of the University Board



Dated: 8/31/21

By: Steve Wisinski, Board Vice President  
Trillium Academy  
Designee of the Academy Board

AMENDMENT NO. 5

to the  
July 1, 2020 Contract to Charter  
A Public School Academy and Related Documents

Issued To

TRILLIUM ACADEMY  
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES  
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 5

TRILLIUM ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2020, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to TRILLIUM ACADEMY (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend Schedule 5: Description of Staff Responsibilities, by replacing the Educational Service Provider Agreement contained therein with the Educational Service Provider Agreement, attached as Tab 1.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of July 1, 2023.

  
\_\_\_\_\_

Dated: 06/29/2023

By: Corey R. Northrop, Executive Director  
The Governor John Engler Center for Charter Schools  
Designee of the University Board

  
\_\_\_\_\_

Dated: 6.28.2023

By: Board Secretary  
Trillium Academy  
Designee of the Academy Board

Trillium Academy  
Contract Amendment No. 5

# Tab 1





Agreement between:

*The Romine Group, Inc.*

and

*Trillium Academy*

Effective: July 1, 2023 to June 30, 2025



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## **EDUCATIONAL SERVICE PROVIDER AGREEMENT**

This Educational Service Provider Agreement is made and entered into as of the **1st day of July, 2023**, by and between The Romine Group, Inc, (hereafter referred to as “TRG”) a Michigan corporation located at 7877 Stead Street, Utica, Michigan and Trillium Academy (“Academy”) by and through its Board of Directors (“Academy Board”) formed under Part 6A of the Revised School Code (the “Code”), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws located in Michigan.

The following is a recital of facts underlying this Agreement:

The Academy is a public school academy, organized under the Revised School Code (the “Code”). The Academy has been issued a contract (the “Contract”) from the Central Michigan University Board of Trustees (“Authorizer”) to organize and operate a public school academy. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

TRG specializes in providing educational institutions, vocational schools, businesses, churches and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. TRG’s products and services are designed to serve the needs of a diverse student population.

The Academy and TRG desire to create an enduring educational partnership, whereby the Academy and TRG will work together to bring educational excellence and innovation to the Wayne County area, based on TRG’s school design, comprehensive



educational program, institutional principles and management methodologies.

In order to implement an innovative educational program at the school, the parties, desire to establish this arrangement for the management and operation of certain of the Academy's educational and administrative activities or functions.

**Therefore, it is mutually agreed as follows:**

## **ARTICLE I**

### **TERM**

This Agreement shall become effective **July 1, 2023** and shall cover two (2) academic year(s), with the entire term to end on **June 30, 2025**. This Agreement shall run coterminous with the Contract issued to the Academy by the Authorizer. If the Academy's Contract issued by the Authorizer is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties.

## **ARTICLE II**

### **CONTRACTUAL RELATIONSHIP**

A. **Authority.** The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational and management services. The Academy further represents that it has been issued a Contract by the Authorizer to organize and operate a public school academy situated in Michigan. The Academy is



therefore authorized by the Authorizer to supervise and control such academy, and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.

**B. Contract.** Acting under and in the exercise of such authority, the Academy hereby contracts with TRG to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement and the Academy's authorizing documents. TRG shall comply with all terms and conditions of the Contract to the extent TRG are performing services on behalf of the Academy. TRG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Central Michigan University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

**C. Status of the Parties.** TRG is a for-profit corporation, and is not a division or a part of the Academy. The Academy is a corporate body and governmental entity authorized by the Code, and is not a division or part of TRG. The relationship between TRG and the Academy is based solely on the terms of this Agreement. No provision of this Agreement shall interfere with the Academy Board's duties under the Contract and the Academy's statutory requirements, or contractual duties, and neither shall be limited or rendered impossible by any action or inaction of TRG. Additionally, no action or inaction by TRG or any provision in the Agreement shall prevent 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.

**D. Independent Contractor Status.** The relationship between the parties created by this Agreement is that of an independent contractor, and not employer-employee. No agent or employee of TRG shall be determined to be an agent or an employee of the Academy except as set forth in this Paragraph or as expressly acknowledged in writing by the Academy Board. Notwithstanding the foregoing, TRG and its employees are designated as limited agents of the Academy in the following specific instances only and under the following conditions:

1. The Academy Board designates TRG and certain of its employees and subcontractors as school officials of the Academy having a legitimate educational interest such that they are entitled to access to educational records under FERPA. The Academy shall define "school official" in the Academy's annual notification of rights under 20 U.S.C. § 1232g, 34 C.F.R. § 99, the Family Educational Rights and Privacy Act ("FERPA") to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of personally-identifiable information from education records, and who is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records. TRG and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials.



2. During the term of this Agreement, the Academy may disclose confidential data and information to TRG, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individual with Disabilities Education Act (“IDEA”), 20 USC §1401 et seq., 34 CFR 300.610 – 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the Americans with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC 1320d – 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

3. Except as permitted under the Code, TRG shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student’s education records. If TRG receives information that is part of an Academy student’s education records, TRG 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. TRG will be solely responsible for its acts and the acts of its agents, employees, and subcontractors. No provision of this Agreement shall predetermine the Academy Board’s course of action in choosing to assert or not assert governmental immunity.

E. **Bankruptcy Notice.** TRG shall notify the Academy Board if any principal or



officer of TRG, or TRG as a corporate entity (including any related organizations or organizations in which a principal or officer of the TRG served as a principal or officer), has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

### ARTICLE III

#### **FUNCTIONS TO BE PERFORMED BY THE CONTRACTOR**

In consideration of the management fee paid by the Academy, TRG shall perform the-following:

A. **Responsibility**. TRG shall be responsible, and accountable to the Academy, for the management, operation and performance of the Academy.

B. **Educational Program**. The educational program and the program of instruction shall be designed by TRG in cooperation with the Academy, and may be adapted and modified from time to time with prior Board approval and in conjunction with the Contract amendment process established by the Authorizer, it being understood that an essential principle of a successful, effective educational program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and TRG are interested in results and not in inflexible prescriptions.

It is understood by TRG and the Academy that the Authorizer's metrics of educational performance, and growth towards those metrics, is essential and constitutes a high performing school (metrics listed in below). It is also understood that the public metric of measurement is the State designated assessment, and that continued growth and





comparison of first the composite district, second the state, and third school of excellence benchmarks is the desired goal. TRG in cooperation with the Academy will work toward attainment of these educational performance metrics.

### **Measurement 1: Student Achievement**

The academic achievement of all student's grades 2 through 11, who have been enrolled for three\* or more years at the Academy, will be assessed using the following metrics and achievement targets:

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-7	The average college readiness level based on scaled scores from NWEA MAP reading and math tests administered in the spring.	Students enrolled for three or more years will on average achieve scaled scores equal to or greater than the grade-level achievement targets for reading and math identified in this schedule.
Grades 8-11	The average college readiness level based on scaled scores from NWEA MAP reading and math tests and PSAT and SAT tests administered in the spring.	Students enrolled for three or more years will on average achieve scaled scores equal to or greater than the grade-level achievement targets for reading and math identified in this schedule.

### **Measurement 2: Student Growth**

The academic growth of all students in grades 3-11 at the Academy will be assessed using the following metrics and growth targets.



GRADES	METRICS	GROWTH TARGETS
Grades 3-8	Growth made by students from fall to spring in reading and math on NWEA MAP.	Student's fall to spring growth on average will demonstrate measurable progress towards the grade-level achievement targets for reading and math identified in the schedule.
Grades 8/9-11	Growth made by student in reading and math as measured by subject scores on PSAT and SAT.	Student's academic growth between tests on average will demonstrate measurable progress towards the achievement targets for the grade level scores in reading and math as identified in the schedule.

\*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for 2 or more years will be used.

GRADE	MAP READING	MAP MATH
2	185	189
3	197	201
4	204	210
5	210	218
6	215	222
7	218	226
8	221	230



GRADE/TEST	OVERALL	READING	MATH
8 – PSAT	By subject	50% proficient; increase 5% per year	40% proficient; increase 5% per year
9 – PSAT	791	403	388
10 – PSAT	828	422	406
11 – SAT	846	431	415

### Measurement 3: Graduation and Post-Secondary Success

- Graduation Rate: High school graduation will meet or exceed 90%.
- Post-Secondary Student Planning: The percentage of students who apply to a 2-year college, 4-year college, trade school, or has a post-secondary plan will meet or exceed 80%.
- Post-Secondary Applications: The percentage of students that are accepted to their choice of post-secondary planning will meet or exceed 80%.
- The percent of graduates who attend a post-secondary 2-year college, 4-year college, or trade school will meet or exceed 60%.

### Measurement 4: Strategic Plan

- Achievement of the annual metrics established in the Board-approved strategic plan: meet or exceed 80% of the annual metrics across all pillar goals and objectives. Consideration will be taken for events that impact the



achievement goals outside the control of TRG or the Academy.

**C. Strategic Planning.** TRG and the Academy Board shall meet two times per year to develop or enhance the current strategic plan.

**D. Public Relations.** TRG shall design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for joint implementation by the Academy and its Board.

**E. Services.** The services TRG will provide the Academy include, but are not limited to the following:

Operational Public School Academy Services

1. Financial
  - Create proposed budget for Board approval
  - Create amendments to approved budget for Board approval, as appropriate
  - Maintain accurate financial records
  - Provide monthly financial statements to the board
  - Prompt payments of expenditures in accordance with the board approved budget
  - Obtain state aid note, as necessary
  - Obtain debt facility financing, as necessary
  - Facilitate and participate in audits, as required (however, the Academy Board shall have the sole authority to select and retain an independent accounting firm to conduct the annual audit)
  - Apply and manage grant funds
2. Educational Planning
  - Implement educational program based on developing college and career readiness in all students K-12 in the 21<sup>st</sup> Century. Academic Excellence, Disciplined Artistry, and Strong Character Values will be implemented through research-based best practices as designed by Doug Lemov's Teach Like a Champion coupled with integration of arts. The achievement of this educational program will be measured by the attainment of



the Academy's mission specific goals and strategic plan.

- Provide structure, training, and supervision of implementation of entire educational program from designating appropriate staff, integrating teaching pedagogy, designing supplemental programs such as intervention, support, special ed., arts, extra-curricular, etc., selecting resources, determining implementation requirements, and providing guidance and feedback to the Academy.
- Supervise and assist in writing of all State and Authorizer required educational reporting including but not limited to the School Improvement Plan and Consolidated Application.
- Provide in cooperation with Academy's expansion needs or updates a curriculum framework aligned to the State and Common Core standards and benchmarks.
- Provide assessment structures used to ensure growth and attainment of student achievement metrics.
- Maintain accreditation through NCA-CASI.

3. Human Resources

- Staff Development
  - Workshops and seminars
  - Professional Growth activities
- Compensation
  - Develop salary schedules
  - Select benefit packages
  - Determine retirement options
  - Provide payroll services
- Recruitment, Onboarding, Termination

4. Problem Solving

- Manage TRG Personnel issues
- Conflict resolution
- Student/parent/teacher issues

5. Compliance Requirements

- Membership reports
- Annual reports
- Annual audits
- Required CMU reporting
- Required state, federal and local reporting



6. Equipment/Furniture
  - Assessment of need
  - Follow bid requirements established by board policies
  - Finalize procurement
  - Maintain 5 year facility plan
7. Contracted Services (as needed)
  - Maintenance (building)
  - Cleaning supplies/equipment
  - Snow removal
  - Lawn service
  - Painting
  - Landscaping
  - Parking lot maintenance
  - Playground equipment
  - Athletic equipment
  - Others as identified and needed
8. Annual board reporting of above functions
  - July
    - Staff Turnover
    - Review Strategic Plan – Team Excellence
  - August
    - School Improvement Plan
    - Review Strategic Plan – Team Excellence
  - September
    - Enrollment
    - Review Strategic Plan – Community Engagement
  - October
    - Audit results
    - Count day/Enrollment
    - Review Strategic Plan – Community Engagement
  - November
    - Budget Amendment 1 as needed
    - NWEA MAP Fall – November
    - Review Strategic Plan - Sustainability
  - December
    - Review Strategic Plan - Sustainability
  - January



- Review Strategic Plan – College Focused Academics
- February
  - Count day/Enrollment
  - Review Strategic Plan – College Focused Academics
- March
  - Budget Amendment 2 as needed
  - NWEA MAP Winter – February/March
  - Review Strategic Plan – College Focused Academics
- April
  - Review Strategic Plan – Character Values
- May
  - New Budget for the upcoming year
  - Review Strategic Plan – Character Values
- June
  - Budget Amendment 3 as needed
  - NWEA MAP Spring – June
  - Review Strategic Plan – Arts and Student Passions
- State Test Results – Designated State Release
- Senior Admin Team – Quarterly Reports and designated reporting

Assets provided, or caused to be provided, to the Academy by TRG with funds TRG has received from sources other than the Academy under Article V shall remain the property of TRG or the providing entity unless agreed in writing to the contrary. All acquisitions made by TRG for the Academy with funds TRG has received pursuant to Article V including, but not limited to, instructional materials, equipment, supplies, furniture, computers and technology, shall be owned by and remain the property of the Academy. The Board shall retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment. In the event that TRG purchases supplies, materials, or equipment from third parties as the agent of or on behalf of the Academy, TRG shall provide that such equipment, materials and



supplies shall be and remain the property of the Academy. TRG shall comply with the 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 such purchases directly from a third party supplier or vendor. TRG certifies that there shall be no markup of costs for supplies, materials, or equipment procured from third parties by TRG at the request of or on behalf of the Academy.

**F. Subcontracts.** TRG reserves the right to subcontract any and all aspects of all other services it agrees to provide to the Academy, including, but not limited to transportation, facilities, food service, payroll and/or any computer services with the prior approval of the Academy Board. TRG shall not subcontract the management, oversight, staffing, or operation of the teaching and instructional program, except as specifically permitted herein or with the prior approval of the Academy Board. Any services to be provided by the ESP that are included in the management fee but are performed by a subcontractor shall not be charged to, reimbursed by, or passed through as an additional cost to the Academy.

**G. Place of Performance.** TRG reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off site, unless prohibited by state or local law.

**H. Student Recruitment.** TRG and the Academy shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and enrollment policies. Application by or for students shall be voluntary, and shall be in writing.





Students shall be enrolled in accordance with the procedures set forth in the Academy's Contract and in compliance with the Code and other applicable law.

- I. **Legal Requirements.** TRG shall assist in providing educational programs that meet federal, state, and local laws and regulations, and the requirements imposed under the Code and the Academy's Contract, unless such requirements are, or have been waived.
- J. **Rules and Procedures.** TRG shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy Board.
- K. **School Years and School Day.** The school year and the school day shall be scheduled as required by law and the Academy's Contract.
- L. **Additional Grades and Student Population.** TRG in connection with the Academy Administrator shall make the recommendation to the Academy Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Academy's Contract.
- M. **Data Security Breach.** TRG shall promptly report to the Board, not later than the first business day following discovery, any use or disclosure of personally identifiable information from the Academy's education records or other information not suitable for public release (collectively, Covered Data or Information ("CDI")) that is not authorized by this Agreement or Applicable Law.



TRG agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what TRG has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, TRG has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action TRG has taken or shall take to prevent future similar unauthorized use or disclosure. TRG shall provide such other information as reasonably requested by the Academy Board. TRG shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

## **ARTICLE IV**

### **OBLIGATIONS OF THE BOARD**

The Academy shall exercise good faith in considering the recommendations of TRG and the Academy Administrator including, but not limited to their recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fundraising, public relations and school entrepreneurial affairs. TRG does understand all of these decisions remain the responsibility of the Academy Board and may not be delegated directly to TRG.

## **ARTICLE V**



## **FINANCIAL ARRANGEMENTS**

A. **Compensation for Services.** From July 1, 2023 through June 30, 202\_, the Academy shall pay TRG a capitation fee of an amount equal to nine (9%) percent, based upon all of the funds that the State of Michigan determines the Academy is entitled to receive pursuant to the State School Aid Act of 1979, as amended, for the particular eligible students enrolled in the Academy (“SSA”) with the exception of the 31A –At Risk, Title I, IIA, IID, Title III, Title IV and Title V program funds. The SSA may change according to overall changes in the student allocations by the State of Michigan. Such fee shall not be less than \$400,000 nor exceed \$800,000 in any one academic year of the Academy.

B. **No Related Parties or Common Control.** TRG will not have any role or relationship with the Academy that, in effect, substantially limits the Academy’s ability to exercise its rights, including cancellation rights, under this Agreement. The Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and TRG that none of the voting power of the governing body of the Academy will be vested in TRG or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of TRG will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and TRG will not employ the same individuals. Further, the Academy and TRG will



not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended. No TRG owner, officer, director or employee shall be designated as 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. A TRG employee may assist the CAO in carrying out their duties.

- C. **Payment of Costs.** In addition to the fee described in this Section, the Academy shall reimburse TRG for all costs incurred and paid by TRG in providing the Educational Program and other goods and services, pursuant to Articles III, V, VI, and XI of this Agreement, at the Academy upon properly presented documentation and approval by the Academy Board provided such costs are consistent with the Academy budget approved by the Academy Board. Such costs include, but are not limited to, advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of TRG employees assigned to the Academy to provide goods and services to the Academy, building payments,



maintenance, capital improvements and subcontractor fees. In paying costs on behalf of the Academy, TRG shall not charge an added fee. The Academy shall not reimburse TRG for any costs incurred or paid by TRG as a result of services provided or actions taken pursuant to Articles I, II, IV, VII, VIII (except as otherwise specifically indicated), IX, X, XII and XIII of this Agreement. The Academy Board may pay or reimburse TRG for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to TRG for the fees or expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification at its next regularly scheduled meeting. No corporate costs of TRG shall be charged to, or reimbursed by, the Academy.

- D. Time and Priority of Payments.** The fee due to TRG shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. TRG shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each school year and ending in August of each school year. Such installment amounts shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA. Payments due and owing to TRG shall be made by the Academy to TRG on or before the last day of each month.



**E. Other Revenue Sources.** In order to supplement and enhance the school aid payments received from the State of Michigan, and improve the quality of education, the Academy and TRG shall endeavor to obtain revenue from other sources. In this regard:

- (1) The Academy and/or TRG shall solicit and receive grants and donations consistent with the mission of the Academy.
- (2) Academy and/or TRG may apply for and receive grant money, in the name of the Academy subject to the prior approval of the Board.
- (3) To the extent permitted under the Code and approved by the Academy Board, TRG 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. TRG and the Academy will split all revenue collected, in a proportion agreed upon by the parties in advance of TRG conducting such programs, less expenses to the Academy caused by such programs, if not prohibited by law.

**F. Other Institutions.** The Academy acknowledges that TRG may enter into similar management agreements with other public or private educational schools or institutions (“Institutions”). TRG shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If TRG incurs authorized reimbursable expenses on behalf of Academy and other Institutions



which are incapable of precise allocation between the Academy and such Institutions, to the extent permitted under applicable law, then TRG, shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy or by TRG for the specific benefit of the Academy, shall be used solely for the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of TRG.

Notwithstanding the above, TRG agrees that no corporate costs or “central office” personnel costs of TRG shall be charged to, or reimbursed by, the Academy, and such corporate costs or “central office” personnel costs shall be paid out of the management fee paid by the Academy.

**G. Reporting.** TRG shall provide the Academy with:

- (1) All information the Academy’s auditors reasonably request.
- (2) Reports on Academy operations, finances, and student performance, upon request of the Academy, the Authorizer or the State of Michigan.
- (3) Level of compensation and fringe benefits of employees assigned to the Academy.
- (4) Other information on a periodic basis to enable the Academy to monitor TRG’s



educational performance and the efficiency of its operations of the Academy.

(5) Monthly financial statements that (at a minimum) include: a balance sheet, and an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances. This report shall explain any variances from the approved budget and shall contain recommendations for necessary budget corrections. The foregoing presentation shall be in a form and format acceptable to the Academy Board and shall be provided to the Academy Board members not less than five (5) business days prior to the Academy Board meeting at which the information will be considered in the Academy Board packets sent to Academy Board members in preparation for Academy Board meetings. TRG shall provide special reports as necessary or as reasonably requested by the Academy Board to keep the Board informed of changing conditions

**H. Access to Records.** TRG shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of TRG, and, unless required by law to be retained for a longer period, retain all of said records for a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. All financial, educational and student records pertaining to the Academy are Academy property. Such records





are subject to the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities or directly accessible at the Academy facility and shall be maintained in accordance with the policies of the Michigan Department of Education. Except as permitted under the Contract and Applicable Law, no ESP agreement shall restrict the University's or the public's access to the Academy's records. All records shall be kept in accordance with applicable State and Federal requirements. All records pertaining to TRG's teacher and administrator certification, as well as a copy of the TRG's employee handbook shall be maintained physically on site or directly accessible at the Academy facility. TRG and the Academy shall maintain the proper confidentiality of TRG personnel, as well as student and other records as required by law. On an annual basis, TRG shall provide the Academy Board all of the same information that a school district is required to disclose under section 18(2) of the State School Aid Act, MCL 388.1618(2), for the most recent school fiscal year in which the information is available. Within thirty (30) days of receiving the information under section 18(2), the Academy Board shall make this information publicly available on its website, in a form and manner prescribed by the Michigan Department of Education.

**I. Review of Budget.** The Academy Board shall be responsible for reviewing, revising, and approving the annual budget and any amended budgets of the Academy.

**J. Annual Audit.** The Academy Board shall select, retain, and pay for an annual



financial audit in accordance with the Contract and applicable state law. TRG shall cooperate with said auditor and will make sure that all Academy financial and other records and all finance and other records of TRG related to the Academy will be made available to the Academy, the Academy's independent auditor, and the Center upon request.

**K. Payment of Academy Funds.** TRG or any employee of TRG shall not be a signatory on any Academy Board account. No provision of this Agreement shall alter the Academy 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. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employee(s). All interest income earned on Academy depository accounts shall accrue to the Academy.

## ARTICLE VI

### **PERSONNEL & TRAINING**

**A. Personnel Responsibility.** Subject to the Contract, and Academy Board policies, TRG shall, in cooperation with the Academy, recommend to the Academy Board staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Contract. The Academy and TRG agree that TRG has all the rights, discretion and authority required by law to constitute an "employer" as



defined in 29 U.S.C. §152(2) of the National Labor Relations Act and is subject to the jurisdiction of the National Labor Relations Board. The Academy Board reserves the right to request TRG personnel be placed elsewhere by TRG if the Academy is dissatisfied with their performance, but all ultimate personnel decisions are reserved to TRG, as the sole employer. TRG shall not have contracts with staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) which contain non-compete agreements of any nature.

- B. Principal.** Because the accountability of TRG to the Academy is an essential foundation of this partnership, and because the responsibility of the leadership is critical to its success, the Superintendent and Principal will be employees of TRG. TRG will work in partnership to update the Board regarding the selection of the Superintendent. Specific to the Principal, TRG and the Superintendent will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The Superintendent and Principal with TRG, in turn, will have similar authority to select and hold accountable the teachers in the Academy. In regard to Board reporting and correspondence, the Superintendent will be the main contact with the Board and will report monthly updates as designated. The Principal and other members of the Administrative Team will report out at board meetings as designated by the



reporting structure. The Principal, Superintendent and TRG will collaborate and attend each board meeting.

C. **Teachers.** Subject to the Contract and Academy Board policies, and from time to time thereafter, TRG shall recommend to the Academy Board the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. Thereafter, the Academy Board shall determine the number and applicable grade levels and subjects of the Academy. TRG shall provide and assign TRG employees to the Academy, including but not limited to teachers, qualified in the grade levels and subjects required, as are required by the Academy Board and the Contract. The curriculum taught by such teachers shall be the curriculum approved by the Academy and set forth by the Contract. Such teachers may, in the discretion of TRG, work at the Academy on a full or part time basis, provided that if teachers work at the Academy on a part time basis, such teachers' salaries and benefits shall be pro-rated in the Academy's budget. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by TRG. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code and shall have undergone a criminal background and record check and unprofessional conduct check, as required under the Code for teachers who are employees of the Academy.

D. **Support Staff.** TRG shall recommend the number and functions of support staff



required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel, and the like.

- E. Employer of Personnel.** Except as specified in this Agreement, all teaching and instructional personnel performing functions on behalf of the Academy shall be employees of TRG. Compensation of all employees of TRG shall be paid by TRG. For purposes of this Agreement, “Compensation” shall include salary, fringe benefits, and state and federal tax withholdings. TRG accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, worker’s compensation, unemployment compensation and liability insurance for its employees assigned to the Academy or working on Academy operations irrespective of whether the ESP receives an advancement of its costs or the payment of services from the Academy. Unless required by applicable statute, court or administrative decision, or Attorney General’s opinion, TRG shall not make payments to the Michigan Public School Employees’ Retirement System or any other public retirement system on behalf of its employees. TRG shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees and any and all contractors it uses that frequently come into contact with students, as if it were a public school academy under the Code and evidence of the same shall be stored, in physical form, at the Academy or directly accessible at the Academy facility. Teachers employed by TRG shall not be considered teachers for purposes of



continuing tenure under MCL § 38.71 *et seq.*

F. **Training.** TRG shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. The implementation of the educational program is based on developing college and career readiness in all students K-12 in the 21<sup>st</sup> Century. Academic Excellence, Disciplined Artistry, and Strong Character Values will be implemented through research-based best practices as designed by Doug Lemov's Teach Like a Champion coupled with integration of arts. The achievement of this educational program will be measured by the attainment of the Academy's mission specific goals. Such methodology shall at a minimum use a train the trainer model for TRG's teaching staff to utilize their own professional abilities to provide in-service training to each other. Instructional personnel will receive at least the minimum number of professional development hours as required under the Code. Non-instructional personnel shall receive such training as TRG determines as reasonable and necessary under the circumstances to fulfill the requirements for the implementation of the educational program.

G. **Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and TRG shall be contained in a document separate from this Agreement, and shall be separately approved by the Authorizer, and shall comply with all applicable law, the Contract issued by the Authorizer, and any applicable policies



created by the Authorizer.

## ARTICLE VII

### **ADDITIONAL PROGRAMS**

- A. **Additional Programs.** The services provided by TRG to the Academy under this Agreement consist of the Education Program during the school year and school day as set forth in the Contract. With prior approval of the Academy Board, TRG may provide additional programs including, but not limited to, adult and community education, summer school, and other special programs. In such cases where TRG is responsible for the cost of providing such additional programs, TRG and the Academy will split, in a proportion agreed upon by the parties in advance of TRG conducting such programs, with the Academy all revenues collected, less expenses to the Academy caused by such programs.
- B. **Food Service and Transportation.** TRG will not initially provide transportation services to students at the Academy. If approved by the Academy Board, the students will be provided a catered lunch program under the normal school lunch program.

## ARTICLE VIII

### **TERMINATION OF AGREEMENT**

- A. **Termination By TRG.** TRG may terminate the Agreement, in accordance with the Authorizer's Educational Service Provider Policies, with cause prior to the end of the term specified in Article I in the event the Academy fails to remedy a material



breach with thirty (30) days after notice from TRG. A material breach may include, but is not limited to, failure to make payments to TRG as required by this Agreement, or unreasonable failure to adhere to the personnel, curriculum, program, or similar material recommendations of TRG.

**B. Termination by the Academy.** The Academy may terminate this Agreement, in accordance with the Authorizer's Educational Service Provider Policies, with cause prior to the end of the term in the event that TRG should fail to remedy a material breach within thirty (30) days after notice from the Academy. Material breach may include, but is not limited to, violation of this Agreement, violation of Academy's Contract with the Authorizer, failure to account for its expenditures or to pay operating costs (providing funds are available to do so), or unreasonable failure to meet performance standards. Any action or inaction by TRG that is not cured within sixty (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, termination or suspension by Central Michigan University is a material breach.

**C. Change in Law.** If any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiating of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within thirty (30) days after the notice, the party requiring





the renegotiation may terminate this Agreement, in accordance with the Authorizer's Educational Service Provider Policies as outlined in Section D below.

**D. Transition.** Termination of the ESP Agreement mid-year is strongly discouraged.

The Academy Board and TRG should make all efforts necessary to remedy a breach of the ESP Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and TRG agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. TRG shall perform this transition in a similar manner as described under Article VIII, Section E based upon completion of the then-current school period.

**E. Expiration.** Upon expiration of this Agreement at the completion of the Contract term and where there is no renewal, or upon the termination of this agreement, whether with or without cause in accordance with the Authorizer's Educational Service Provider Policies, TRG shall have the right to (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided to the Academy at TRG's expense and not paid for by the Academy, or (b) receive payment for any such property, at the sole option of the Academy. If the Academy chooses to purchase such property, the purchase price shall be either fair market value of such property determined as of the effective date of the termination or expiration of this Agreement or the depreciated cost of such property, whichever is



less. Fixtures and building alterations shall become the property of the building owner.

F. **Termination or Expiration.** Upon termination or expiration of this Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, TRG shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new 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.

- G. Revocation or Termination of 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.
- H. Amendment Caused by Academy Site Closure or Reconstitution.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued 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, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and TRG shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.
- I. Effective Date of Termination.** In the event that this Agreement is terminated by either party prior to the end of the term specified in Article I, absent unusual and compelling circumstances, the termination will become effective at the end of the current fiscal year following the notice of termination.



## ARTICLE IX

### **PROPRIETARY INFORMATION**

- A. **Proprietary Information.** The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by TRG at the direction of the Academy Board with Academy funds. TRG owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by TRG, curriculum and educational materials developed by TRG not using funds from the Academy. TRG and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and TRG each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. TRG's educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.
- B. **Required Disclosure.** The Academy Administrator shall be permitted to report any new teaching techniques or methods of revisions to known teaching techniques or methods to the Academy Board and to the State Board of Education, which techniques or methods may thereafter be made available to the public, as provided



in Sections 505(3) of the Code, notwithstanding anything contained in this Article IX to the contrary.

## ARTICLE X

### INDEMNIFICATION

A. **Indemnification.** To the extent permitted by law and without waiving any governmental immunities, the Academy shall indemnify and save and hold TRG and all if its employees, officers, directors, subcontractors, and agents (collectively “TRG Representatives”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by TRG or any of its TRG Representatives in the event of any claim that this Agreement or any part thereof is in violation of law; 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, the Academy shall reimburse TRG for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

TRG shall indemnify and save and hold the Academy and all if its employees, officers, directors, subcontractors, and agents (collectively “Academy Representatives”) harmless against any and all claims, demands, suits, or other



forms of liability that may arise out of, or by reason of, any action taken or not taken by the Academy or any of its Academy Representatives in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by TRG with any agreements, covenants, warranties, or undertakings of TRG 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, TRG shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

**B. 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, TRG hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with University Board’s approval of the Academy’s application, the University Board’s consideration of or issuance of a Contract, TRG’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 TRG, or which arise out of TRG's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against TRG to enforce its rights as set forth in this section of the Agreement.

## ARTICLE XI

### INSURANCE

A. **Academy Insurance.** The Academy shall maintain insurance coverage in the amounts required by M.U.S.I.C. and the Contract. The Academy shall also maintain such insurance as shall be necessary to indemnify TRG as provided in this Agreement. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. TRG shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.

B. **Insurance of TRG.** TRG shall secure and maintain insurance coverage as required by the Michigan Universities Self Insurance Corporation ("M.U.S.I.C.") and the Contract. TRG insurance shall include coverage for all required coverages, including but not limited to sexual molestation or abuse, and will list the Academy as an additional named insured. TRG's insurance policy shall not be changed, revoked or modified absent thirty (30) days notice to the Academy and Authorizer. In the event the University or M.U.S.I.C. requests any change in coverage by TRG, TRG agrees to comply with any change in the



type or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change.

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

## ARTICLE XII

### **WARRANTIES AND REPRESENTATIONS**

The Academy and TRG each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and TRG mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## ARTICLE XIII

### **MISCELLANEOUS**

- A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understanding between the Academy and TRG.
- B. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this contract 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 part's control, and which cannot be overcome by reasonable diligence and without unusual expense.

- C. **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:

**With a copy to:**

Trillium Academy  
15740 Racho Road  
Taylor, MI 48180  
Attn. President, Board of Directors

George Butler  
Dickinson Wright PLLC  
500 Woodward Ave.  
Suite 4000  
Detroit, MI 48226

The Romine Group, Inc.  
  
Corporate Headquarters  
7877 Stead Street  
Utica, Michigan 48317  
Attention: Greg Lathrop

Davis, Burket, Savage, Listman,  
Brennan  
10 N. Main Street  
Suite 401  
Mt. Clemens, MI 48043  
Attention: John L. Burket

- D. **Severability.** The invalidity of any of the covenants, phases, 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, phase, or clause had not been contained in this Agreement.
- E. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.



- F. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representatives of each party and is done in a manner consistent with Authorizer's Educational Service Provider Policies. Said amendment shall not be contrary to this Section and it must be accompanied by a Legal Opinion.
- G. Non-Waiver.** No failure of either party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privileges, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- H. Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party and prior notification to the Authorizer. Any assignment must also be done in a manner consistent with the Authorizer's Educational Service Provider Policies.
- I. Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.
- J. Governing Law.** This Agreement shall be governed by and enforced in accordance with the law of the State of Michigan.



The parties have executed this Agreement as of the day and year first above written.

**THE ROMINE GROUP, INC.**

**TRILLIUM ACADEMY**

A handwritten signature in blue ink, appearing to read 'Greg Lathrop', written over a horizontal line.

BY: GREG LATHROP

ITS: PRESIDENT

DATE: 5-25-23

A handwritten signature in blue ink, appearing to read 'Heather Gardner', written over a horizontal line.

BY: Heather Gardner

ITS: President

DATE: 5-25-23

AMENDMENT NO. 6

to the  
July 1, 2020 Contract to Charter  
A Public School Academy and Related Documents

Issued To

TRILLIUM ACADEMY  
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES  
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 6

TRILLIUM ACADEMY

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2020, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to TRILLIUM ACADEMY (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

- 1.) Amend the Terms and Conditions of Contract by replacing the language contained within Article X, Section 10.4. Grounds and Procedures for Academy Termination of Contract and Section 10.5. Grounds and Procedures for University Termination of Contract, with the corresponding language attached as Tab 1.
- 2.) Amend Schedule 2: Amended Bylaws, by replacing the language contained within Article XIII, Section 6. Contracts Between Corporation and Related Persons, with the language attached as Tab 2.
- 3.) Amend Schedule 7, Section b: Educational Goal and Related Measures, by replacing the materials contained therein with the materials attached as Tab 3.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of July 1, 2024.



Dated: 05/23/2024

By: Corey R. Northrop, Executive Director  
The Governor John Engler Center for Charter Schools  
Designee of the University Board



Dated:

May 22, 2024

By: Board Secretary  
Trillium Academy  
Designee of the Academy Board

Trillium Academy  
Contract Amendment No. 6

# Tab 1

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.

Trillium Academy  
Contract Amendment No. 6

# Tab 2



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.

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# Tab 3

## EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Although an increase in academic achievement for all groups of pupils as measured by assessments and other objective criteria is the most important factor in determining the Academy's progress toward the achievement of the educational goal, the Center also considers other factors. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the University expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

### Educational Goal to be Achieved

Prepare students academically for success in college, work and life.

### Measures to Assist In Determining Measurable Progress Toward Goal Achievement

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

#### Measure 1: Student Achievement

The academic achievement of **all students who have been at the academy for one or more years<sup>1</sup>** in grades 3-8 will be assessed using the following measures and targets:

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

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

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

**Measure 2: Student Growth**

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

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

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**Measure 3: 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%