



CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY  
AND RELATED DOCUMENTS

ISSUED TO

RIVERSIDE ACADEMY  
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY  
BOARD OF TRUSTEES  
(AUTHORIZING BODY)

JULY 1, 2024

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**REAUTHORIZING RESOLUTION**

**REAUTHORIZATION OF PUBLIC SCHOOL ACADEMY****Riverside Academy**

## Recitals:

1. At its December 6, 2018, meeting this board authorized the issuance of a contract to charter as a public school academy to Riverside Academy. On July 1, 2019, the contract was effective.
2. The contract of this academy expires June 30, 2024.
3. The Governor John Engler Center for Charter Schools has completed its evaluation and assessment of the operation and performance of Riverside Academy.
4. The university president or designee has recommended the reissuance of a contract to charter as a public school academy to Riverside Academy. The term of the contract is recommended for a term not to exceed five (5) years.

BE IT RESOLVED, That this board approves and authorizes the execution of a contract to charter as a public school academy to Riverside Academy for a term not to exceed five (5) years and authorizes the chair of the board to execute a contract to charter as a public school academy and related documents between Riverside 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 Riverside Academy is able to comply with all terms and conditions of the contract.

CMU BDT APPROVED

Date: 11/30/2023Signature: Mary Jane Flanagan



**BOARD OF TRUSTEES**

**PROPOSAL FOR BOARD ACTION: CONSENT AGENDA**

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

**Project Description:**

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

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

**Proposed by:** Provost Gealt

**PROPOSED RESOLUTION: CONSENT AGENDA**

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

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

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

**CMU BDT APPROVED**

Date: 2/15/18

Signature: M. J. Mangano

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

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

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

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

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

Date: 2/15/18

Signature: My Hanagar

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

**Length of Term**

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

**Removal and Suspension**

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

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

**Number of Directors**

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

**Qualifications of Academy Board Members**

To be qualified to serve on an academy's board of directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the charter schools office including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the charter schools office.

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

CMU BDT APPROVED

Date: 2/15/18

Signature: m J. Flanagan

**Oath of Public Office**

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

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

Amended by Board of Trustees: 18-0215

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

CMU BDT APPROVED

Date: 2/15/18

Signature: my Haneja

**TERMS AND CONDITIONS OF CONTRACT**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2024**

**ISSUED BY**

**CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES**

**CONFIRMING THE STATUS OF**

**RIVERSIDE ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

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

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

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

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

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

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

## **ARTICLE I DEFINITIONS**

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

- (a) "Academy" means the Michigan nonprofit corporation named Riverside Academy which is established as a public school academy pursuant to this Charter Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Applicable Law" means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) "Application" means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- (e) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (f) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (g) "Conservator" means an individual appointed by the President of Central Michigan University in accordance with Section 10.8 of these Terms and Conditions of Contract.

- (h) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions of Contract, the Reauthorizing Resolution, the Method of Selection, Appointment, and Removal Resolution, the Charter Contract Schedules 1-8, as defined below, the Educational Service Provider Policies, the Master Calendar of Reporting Requirements and the Application.
- (i) "Department" means the Michigan Department of Education.
- (j) "Director" means a person who is a member of the Academy Board.
- (k) "Educational Service Provider" or "ESP" means an educational management organization, or employee leasing company, as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, and which agreement has been submitted to the Center for review, has not been disapproved by the director of The Governor John Engler Center for Charter Schools, is consistent with the Educational Service Provider Policies, as they may be amended from time to time, and with Applicable Law.
- (l) "Educational Service Provider Policies" or "ESP Policies" means the Educational Service Provider Policies, adopted by The Governor John Engler Center for Charter Schools at Central Michigan University that apply to an agreement that has been entered into between an ESP and the Academy Board. The Educational Service Provider Policies may be amended from time to time. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions of Contract.
- (m) "Fund Balance Deficit" means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the action or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (n) "Management Agreement" or "ESP Agreement" means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy and that has been submitted to The Governor John Engler Center for Charter Schools for review and has not been disapproved by the director of The Governor John Engler Center for Charter Schools.
- (o) "Master Calendar" means the Master Calendar of Reporting Requirements as annually issued by The Governor John Engler Center for Charter Schools setting forth reporting and document submission requirements for the Academy.
- (p) "Method of Selection, Appointment, and Removal Resolution" means the policy adopted by resolution of the University Board on September 18, 1998, and amended on February 15, 2018, establishing the standard method of selection and appointment, length of term, removal and suspension, number of directors and qualifications of Academy Board members for public school academies issued a Contract by the University Board.

- (q) "Reauthorizing Resolution" means the resolution adopted by the Central Michigan University Board of Trustees on November 30, 2023, approving the issuance of a Contract to the Academy.
- (r) "Schedules" means the following Contract documents: Schedule 1: Restated Articles of Incorporation, Schedule 2: Amended Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight, Compliance and Reporting Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, Schedule 7: Required Information for a Public School Academy, and Schedule 8: Information Available to the Public and the Center.
- (s) "State Board" means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (t) "State School Aid Fund" means the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963, as amended.
- (u) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02 codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (v) "Superintendent" means the Michigan Superintendent of Public Instruction.
- (w) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2024, Issued by the Central Michigan University Board of Trustees Confirming the Status of Riverside Academy as a Public School Academy."
- (x) "The Governor John Engler Center for Charter Schools" or "the Center" means the office designated by the Central Michigan University Board of Trustees as the initial point of contact for public school academy applicants and public school academies authorized by the Central Michigan University Board of Trustees. The Center is also responsible for administering the Central Michigan University Board of Trustees' responsibilities with respect to the Contract.
- (y) "The Governor John Engler Center for Charter Schools Director" or "the Center Director" means the person designated at Central Michigan University to administer the operations of the Center.
- (z) "University" means Central Michigan University, established pursuant to Article 8, sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.551 et seq.
- (aa) "University Board" means the Central Michigan University Board of Trustees.
- (bb) "University Charter Schools Hearing Panel" or "Hearing Panel" means such persons as designated by the University President.
- (cc) "University President" means the President of Central Michigan University or his or her designee. In section 1.1(bb) above, "University President" means the President of Central Michigan University.

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

Section 1.3. Gender and Number. The masculine, feminine, or neuter pronouns in this Contract shall be interpreted without regard to gender, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

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

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

Section 1.6. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. To the extent there is a difference between the Contract and the Application, the Contract shall control.

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

## **ARTICLE II**

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

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

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

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

credit of the University Board or the University shall ever be pledged for the payment of any Academy contract, mortgage, loan or other instrument of indebtedness.

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

Section 2.5. New Public School Academies Located Within the Boundaries of a Community District. If the circumstances listed below in (a) or (b) apply to the Academy's site, the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing a contract for a new public school academy, that the Academy will have substantially different governance, leadership and curriculum than the public school previously operating at the site:

- (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3) of the Code, as applicable; or (ii) has been on the list under Section 1280c(1) or 1280g(3) of the Code, as applicable, during the immediately preceding 3 school years.
- (b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body.

### **ARTICLE III ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY**

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

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

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

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

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

Section 3.6. Authorization to Employ or Contract. The University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. The Academy Board shall prohibit any individual from being employed by the Academy or an Educational Service Provider in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (iii) evaluate performance; (iv) discipline and dismiss employees; and control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees.

The Academy Board may contract with an Educational Service Provider to provide comprehensive educational, administrative, management, or instructional services or staff to the Academy. Before entering into a Management Agreement with an Educational Service Provider, the Academy Board shall first comply with the Educational Service Provider Policies issued by the Center. Any Management Agreement entered into by the Academy shall also comply with Section 11.2 and 12.10 of these Terms and Conditions. A copy of the Management Agreement between the Academy Board and the Educational Service Provider shall be incorporated into this Contract under Schedule 5. Any changes to the Management Agreement shall be incorporated into this Contract by amendment in accordance with Article IX, as applicable.

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

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

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

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

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

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

Section 4.2. Other Permitted Activities.

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this section shall be removed from office, in accordance with the removal provisions found in the Method of Selection, Appointment and Removal Resolution and Contract Schedule 2: Amended Bylaws. As set forth in the Method of Selection, Appointment and Removal Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to

conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

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

Section 4.5. Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this Contract. Language in this Section controls over section 1203 of the Code. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner:
  - (i) Is employed by the Academy;
  - (ii) Works at or is assigned to work at the Academy;
  - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's Educational Service Provider or employee leasing company;
  - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy; or
  - (v) Is a current Academy Board member.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner.

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

Section 4.7. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

## **ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY**

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

Section 5.2. Articles of Incorporation. The Restated Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy.

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

## **ARTICLE VI OPERATING REQUIREMENTS**

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

Section 6.2. Educational Goal and Related Measures. The Academy shall achieve, or demonstrate measurable progress for all groups of pupils toward the achievement of, the educational goal and related measures identified in Schedule 7b and the results of the academic assessments identified in Schedule 7e. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal.

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

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

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

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

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

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

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

Section 6.10. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the State School Aid Act of 1979, as amended, the Uniform Budgeting and Accounting Act, MCL 141.421, et seq., and applicable State Board and Michigan Department of Education rules.

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. The Academy shall submit the annual financial statement audit and auditor's management letter to the Center in accordance with the Master Calendar. The Academy Board shall provide to the Center a copy of any responses to the auditor's management letter in accordance with the Master Calendar.

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

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

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

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Oversight, Compliance and Reporting Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other Academy compliance and reporting requirements set forth in this Contract, the Academy's compliance with the annual Master

Calendar shall serve as one means by which the University will monitor the Academy's compliance with Applicable Law.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Center for review. Any matriculation agreement entered into by the Academy shall be added to Schedule 7f through a contract amendment approved in accordance with the Contract.

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

## **ARTICLE VII TUITION PROHIBITED**

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by Applicable Law.

## **ARTICLE VIII COMPLIANCE WITH APPLICABLE LAWS**

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

## **ARTICLE IX AMENDMENT**

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

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

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

Contract shall be amended as requested by the University Board upon a majority vote of the Academy Board.

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

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

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

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

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

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

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

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

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

Following receipt of the State's Automatic Closure Notice, the Center Director shall forward a copy of the notice to the Academy Board and request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and

requests for reconsideration of the State’s Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State’s Automatic Closure Notice (“Pupil Hardship Exemption”), shall be directed to the Department, in a form and manner determined by the Department. If the Department rescinds the State’s Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Center a proposed Contract amendment incorporating the Department’s school improvement plan, if applicable, for the identified site(s).

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

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

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board’s request for termination shall be made to the Center Director not less than six (6) calendar months in advance of the Academy’s proposed effective date of termination. Upon receipt of an Academy request for termination, the Center Director shall present the Academy Board’s request for termination to the University Board. A copy of the Academy Board’s resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board’s request for termination. After receipt of the Academy Board’s request for termination, the University Board shall consider the Academy’s request no later than its next regularly scheduled meeting. The University Board shall make a final determination and vote on the proposed termination request within 90 days of receipt of the request from the Academy. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

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

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

- (a) Notice of Intent to Revoke. The Center Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- (b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Center Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and timeline for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Center Director prior to a review of the Academy Board's response.
- (c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Center Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Center Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Center Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include Reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Center Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Center Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.
- (d) University Board's Contract Reconstitution Provision. The Center Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Method of Selection, Appointment and Removal Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; or (iv) the appointment of a new Academy Board or a Conservator to take over operations of the Academy.

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

- (e) Request for Revocation Hearing. The Center Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Center Director determines that any of the following has occurred:
- (i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
  - (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
  - (iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Center Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Center Director determines that a Plan of Correction cannot be formulated;
  - (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
  - (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
  - (vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
  - (vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

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

- (f) Hearing before the University Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Center and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Center Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Center Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Center Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Center Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Center and the Academy Board at the same time that the recommendation is sent to the University Board.
- (g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's

recommendation. A copy of the University Board's decision shall be provided to the Center, the Academy Board and the Department.

- (h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.
- (i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.9 of these Terms and Conditions.

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

- (a) The Center Director Action. If the Center Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:
  - (i) has placed staff or students at risk;
  - (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
  - (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
  - (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
  - (v) has willfully or intentionally violated this Contract or Applicable Law; or
  - (vi) has violated Section 10.2(g) or (h),

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

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

has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with sections 10.6(f) through (h).

Section 10.8. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers and authority of the Academy Board under this Contract and Applicable Law and shall act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- (d) hire, fire, evaluate and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and
- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.9. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Center Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind-up and dissolution responsibilities of the Academy. Within five (5) business days of the Center Director's notice, the Academy Board Treasurer shall provide the Center Director, in a form and manner determined by the Center, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third-party lender or trustee shall

include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind-up and dissolution expenses shall be returned to the Academy.

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

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

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421, et seq. The Academy Board shall submit to the Center a copy of its annual budget for the upcoming fiscal year in accordance with the Master Calendar. The budget must detail budgeted expenditures at the object level as described in the Department's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. In accordance with the Master Calendar, revisions or amendments to the Academy's budget shall be submitted to the Center following Academy Board approval.
- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
  - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Center;
  - (ii) Within 30 days after making notification under subdivision (i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Center; and
  - (iii) After the Superintendent approves Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
  - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission;

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

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

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the University on the insurance policies as an additional insured as required by the University's insurance carrier. The coverage provided to the University as an additional covered person or organization will be primary and non-contributory with the University's insurance carrier. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy for any reason other than nonpayment which would require a ten (10) day advance notice to the University. In addition, the Academy shall provide the Center copies of all insurance policies required by this Contract.

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

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

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

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

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

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

Section 11.5. Certificate(s) of Use and Occupancy. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy certificates for the Academy's physical facilities. The Academy Board shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes. Copies of these Certificate(s) of Use and Occupancy shall be incorporated into this Contract under Schedule 6 and in accordance with Article IX, as applicable.

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

Section 11.7. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with section 1230 and 1230a of the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.7 shall apply to such persons irrespective of whether they are employed by the Academy or employed by another entity contracting with the Academy.

Section 11.8. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy as referenced in Contract Schedule 7c. Upon receipt, the Academy shall notify the Center of any due process or state complaint filed against the Academy or notice of state audit.

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

- (a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including, without limitation, information in Schedule 8 available to the public and the Center.

- (b) Information to be provided by Educational Service Provider. The agreement between the Academy and the Educational Service Provider shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including the information in Schedule 8, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under paragraph 11.9 (a) above.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) days after receipt of the funds by the Academy. Only Academy Board members or designated Academy Board employees may be a signatory on any Academy bank account.

Section 11.11. Nonessential Elective Course. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions, as applicable.

## **ARTICLE XII GENERAL TERMS**

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

If to the University Board:	The Governor John Engler Center for Charter Schools Attn: Executive Director Central Michigan University EHS 200 Mt. Pleasant, MI 48859
General Counsel:	General Counsel Central Michigan University Mt. Pleasant, MI 48859
Chief Financial Officer:	Vice President for Finance and Administrative Services Central Michigan University Mt. Pleasant, MI 48859
If to the Academy:	Academy Board President Riverside Academy 7124 Miller Road Dearborn, MI 48126

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

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract is for a fixed term and shall terminate at the end of the Contract term without any further action of either the University Board or the Academy. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of five (5) academic years and shall terminate on June 30, 2029, unless sooner revoked, terminated, or suspended pursuant to Article X of these Terms and Conditions. Pursuant to University Board policy, the standards by which the Academy may be considered for the issuance of a new contract will be guided by the following core questions:

Is the Academy's academic program successful?

Is the Academy's organization viable?

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

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

Section 12.10. Indemnification of University. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the Terms and Conditions of this Contract, the Academy agrees to indemnify, defend and hold harmless the University Board, the University and its

officers, employees, agents or representatives from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the public school academy application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for or operation of a public school, or which are incurred as a result of the reliance by the University Board, the University and its officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the Academy's failure to comply with this Contract or Applicable Law. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

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

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

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

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

Section 12.15. University Board or the Center's General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or the Center policies regarding public school academies which shall apply immediately, University Board or the Center general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this section, the University Board or the Center shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the Center on the proposed policies before such policies shall become effective.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 11.9, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the articles of incorporation with regard to the disposition of assets upon dissolution.

Section 12.18. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy’s articles of incorporation, the Code, and Applicable Law.

Section 12.19. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.22, shall not:

- (a) Sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil’s education records. This subsection does not apply to any of the following situations:
  - (i) for students enrolled in the Academy, providing such information to an ESP that has a contract with the Academy and whose contract has not been disapproved by the University;
  - (ii) providing the information as necessary for standardized testing that measures a student’s academic progress and achievement; or
  - (iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.
- (b) The terms “education records” and “personally identifiable information” shall have the same meaning as defined in MCL 380.1136.

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

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

- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
  - (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
  - (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
  - (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."
- (c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.
- (d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

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

- (a) Subject to Section 12.22, the Academy shall do all of the following:
- (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information;
  - (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for one (1) or more Uses;
  - (iii) Present the opt-out form to each student's parents or guardian within the first thirty (30) days of the school year and at other times upon request; and
  - (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.
- (b) The term "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22. Confidential Address Restrictions.

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

Section 12.23. Partnership Agreement. If the Department and State School Reform/Redesign Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State School Reform/Redesign Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

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

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: \_\_\_\_\_  
Todd J. Regis, Chair

Date: \_\_\_\_\_

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

RIVERSIDE ACADEMY

By: *Hassan Dakroub*  
\_\_\_\_\_  
Board President

Date: June 11, 2024  
\_\_\_\_\_

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

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: Todd J. Regis  
Todd J. Regis, Chair

Date: June 3, 2024

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

RIVERSIDE ACADEMY

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_

**CONTRACT SCHEDULES**

Schedules

Restated Articles of Incorporation .....1  
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**CONTRACT SCHEDULE 1**

**RESTATED ARTICLES OF INCORPORATION**

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

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

**for**

**RIVERSIDE ACADEMY**

**ID NUMBER: 779717**

**received by facsimile transmission on June 19, 2017 is hereby endorsed.**

**Filed on June 19, 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.**

**Effective Date: July 1, 2017**



*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 19th day of June, 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																				
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**RESTATED ARTICLES OF INCORPORATION  
For Use by Domestic Nonprofit Corporations**

**OF**

**RIVERSIDE 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: Riverside Academy.

The corporation identification number ("CID") assigned by the Bureau is: 779717.

The corporation has used no other names.

The date of filing the original Articles of Incorporation was: July 11, 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: Riverside 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 Huda Davillier.

The address of its registered office in Michigan is:  
2455 S. Industrial, Ann Arbor, MI 48104.

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, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's or The Center's Executive Director's approval of the amendment.

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

## ARTICLE XII

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

**ADOPTION OF ARTICLES**

These Restated Articles of Incorporation were duly adopted on the 15<sup>th</sup> day of June, 2017, in accordance with the provisions of Section 642 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 15<sup>th</sup> day of June, 2017.

By: Hassan Dakroub  
President Hassan Dakroub

**CONTRACT SCHEDULE 2**

**AMENDED BYLAWS**

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**AMENDED BYLAWS**  
**OF**  
**RIVERSIDE ACADEMY**

**ARTICLE I**  
**NAME**

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

**ARTICLE II**  
**FORM OF ACADEMY**

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

**ARTICLE III**  
**OFFICES**

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

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

**ARTICLE IV**  
**BOARD OF DIRECTORS**

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

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

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

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

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

Section 5. Qualifications of Academy Board Members. To be qualified to serve on the Academy Board, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the Center including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the Center.

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

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

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

Section 8. Removal and Suspension. If the University Board determines that the service in office of a Director of the Academy Board is no longer necessary, then the University Board may remove the Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. The Academy Board member may also be removed from office for cause by a two-thirds (2/3) vote of the Academy's Board.

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

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

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

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

## **ARTICLE V MEETINGS**

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

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

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, mailed, or sent by facsimile or electronic mail to the Director's business address. Any Director may waive notice of any meeting by written statement, facsimile or electronic mail sent by the Director, signed before or after the holding of the meeting. The attendance of

a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum. In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

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

A Director of the Academy Board who is absent from a meeting of the Academy Board due to military duty may participate in the meeting virtually, and that member’s virtual presence will count towards quorum and allow the absent member to participate in and vote on business before the Academy Board.

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

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

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

## **ARTICLE VI COMMITTEES**

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

## **ARTICLE VII OFFICERS OF THE BOARD**

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

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

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

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

Section 5. President. The President of the Academy Board shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

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

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

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

of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

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

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

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

## **ARTICLE VIII CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS**

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

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

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

Section 4. Deposits. All funds of the Academy shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

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

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

The University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy Board shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy Board employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy Board may contract with an Educational Service Provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy. Before entering into an agreement with an Educational Service Provider or an employee leasing company to perform services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Center. A copy of the agreement between the Academy Board and the Educational Service Provider or employee leasing company shall be included as part of Schedule 5.

The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, of the Michigan Compiled Laws. The Academy Board shall

ensure compliance with Applicable Law relating to conflicts of interest. Language in this Section controls over section 1203 of the Code. The following shall be deemed prohibited conflicts of interest:

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

No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner:

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

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

**ARTICLE IX  
INDEMNIFICATION**

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

**ARTICLE X  
FISCAL YEAR**

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

**ARTICLE XI  
AMENDMENTS**

These Amended Bylaws may be altered, amended or repealed and new Amended Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements of these Amended Bylaws and applicable law, and (b) the written approval of the changes or amendments by the Center Director. In the event that a proposed change is not accepted by the Center Director, the University Board may consider and vote upon a change proposed by the corporation following an opportunity for a written presentation to the University Board by the Academy Board. These Amended Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the Center Director.

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

**ARTICLE XII  
TERMS AND CONDITIONS DEFINITIONS**

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

**CERTIFICATION**

The Board certifies that these Amended Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 11th day of June, 2024, 2024.

*Samira Bazzi*

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Academy Board Secretary

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

### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

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

#### **Preliminary Recitals**

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

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

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

#### **ARTICLE I** **DEFINITIONS AND INTERPRETATIONS**

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

"Academy Account" means an account established by the Academy Board for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

**ARTICLE II**  
**FISCAL AGENT DUTIES**

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

Section 2.2. Transfer to Academy. Except as provided in Article X of the Terms and Conditions of Contract and in the Oversight, Compliance and Reporting Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Academy Account designated by a resolution of the Academy Board and by a method of transfer acceptable to the Fiscal Agent.

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

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

**ARTICLE III**  
**STATE DUTIES**

Section 3.1 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.2. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.3. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

#### **ARTICLE IV** **ACADEMY DUTIES**

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

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

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

Section 4.4. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.5. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.

#### **ARTICLE V** **RECORDS AND REPORTS**

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

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

## **ARTICLE VI**

### **CONCERNING THE FISCAL AGENT**

Section 6.1. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

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

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

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

**ACKNOWLEDGMENT OF RECEIPT**

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

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

Date: February 28, 2024

**CONTRACT SCHEDULE 4**  
**OVERSIGHT, COMPLIANCE**  
**AND REPORTING AGREEMENT**

**SCHEDULE 4**

**OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT**

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

**Preliminary Recitals**

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

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

**ARTICLE I  
DEFINITIONS AND INTERPRETATIONS**

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

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

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

"Compliance and Reporting Duties" means the Academy's duties set forth in Section 2.2 of this Agreement.

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

**ARTICLE II  
OVERSIGHT, COMPLIANCE AND REPORTING RESPONSIBILITIES**

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

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

- d. Monitor and evaluate the Academy's application and enrollment procedures as set forth in Contract Schedule 7f.
- e. Monitor and evaluate the Academy's organizational and financial viability.
- f. Monitor and evaluate the Academy's fiscal stewardship and use of public resources.
- g. Monitor and evaluate the records, internal controls or operations of the Academy.
- h. Monitor and evaluate if the Academy is staffed with qualified personnel and that appropriate background checks have been conducted.
- i. Monitor and evaluate if the Academy is providing a safe learning environment.
- j. Request evidence that the Academy has obtained the necessary permits and certificates to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes and local health departments.
- k. Conduct comprehensive on-site reviews to assess and/or evaluate the Academy's performance.
- l. Monitor and evaluate if the Academy is demonstrating good faith in complying with the Contract, the Revised School Code, and all other Applicable Law.
- m. Request periodic reports from the Academy regarding any aspect of its operation including, but not limited to, information identified in Schedule 8 of the Contract.
- n. Initiate action pursuant to the Terms and Conditions of Contract to amend, revoke, reconstitute, terminate or suspend the Contract.
- o. Provide information and support to the Academy.

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

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

- f. Report any litigation or formal proceedings to the Center including, but not limited to, litigation initiated by or against the Academy alleging violation of any Applicable Law. If the University is a named party, notify the general counsel for the University Board as set forth in Article XII, Section 12.1 of the Terms and Conditions.
- g. The Academy shall not occupy or use any school facility set forth in Schedule 6 of the Contract until such facility has received all fire, health and safety approvals required by Applicable Law and has been approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.
- h. Permit the Center to inspect the records, internal controls, operations or premises of the Academy at any reasonable time.
- i. Authorize the Center to perform audit and conduct systematic investigations, including research development, testing and evaluation studies, designed to develop and contribute to generalizable knowledge using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Center shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.
- j. Upon request, the Academy Board shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving the educational goal and related measures outlined in Contract Schedule 7b.
- k. Upon request, provide the Center with copies or view access to data, documents or information submitted to MDE, the Superintendent of Public Instruction, the State Board of Education, CEPI or any other state or federal agency.
- l. If the Academy operates an online or other distance learning program, it shall submit a monthly report to the MDE, in the form and manner prescribed by the MDE, that reports the number of pupils enrolled in the online or other distance learning program, during the immediately preceding month.

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

### **ARTICLE III** **RECORDS AND REPORTS**

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

**ARTICLE IV**  
**MISCELLANEOUS**

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

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

Section 4.3. Audit and Evaluation. The Academy:

- a. Hereby authorizes the Center to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, CEPI, OEAA and the MDE. Pursuant to this authorization, the Center shall abide by regulations that govern the use of student data within the FERPA, the Michigan Identity Theft Protection Act of 2004 and the Privacy Act of 1974.
- b. Shall upon request, provide the Center with copies or view access to data, documents or information submitted to the MDE, the Superintendent of Public Instruction, the State Board of Education, CEPI, the Michigan DataHub or any other state or federal agency.

Section 4.4. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Center. Within fifteen (15) days of receipt of the notification from the Academy, the Center Director shall notify the Academy whether the Center is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the Center is not interested in performing an administrative review or if the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.4 shall prohibit the Academy for electing to enter into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.4 shall require the Academy to elect to enter or not enter into a contract for an administrative review with the Center or an intermediate school district.

**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

## DESCRIPTION OF STAFF RESPONSIBILITIES

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

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**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 Global Educational Excellence 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.

## SERVICE AGREEMENT

This Service Agreement is made and entered into as of the 1<sup>st</sup> day of July, 2024 by and between Global Educational Excellence (the “Contractor”), a Michigan limited liability company, and Riverside, through its Board of Directors (the “Board”), a Michigan non-profit corporation (the “Academy”).

### RECITALS

A. The Academy is a charter school, organized as a public school academy under the Revised School Code (the “Code”). The Academy is authorized to operate as a public school academy pursuant to a contract (said contract, together with all schedules attached thereto and as the same may be modified from time to time, shall be known herein as the “Contract”) with the Board of Trustees of Central Michigan University (“CMU”), with CMU as the authorizing body.

B. The Contractor specializes in providing educational organizations with a variety of management and educational services and products, including assessment, curriculums, educational programs, teacher training, and assistive technology. Contractor’s products and services are designed to serve the needs of the Academy’s diverse student population, with effective strategies for the needs of all members of its community.

C. The Academy and Contractor desire to create an enduring educational agreement, whereby the Academy and Contractor will work together to bring educational excellence and innovation to the operation of the Academy based on Contractor’s school design, institutional principles, and management methodologies.

D. In order to facilitate the continuation of school for the 2024-2025 school year and indefinitely thereafter, and 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

A. **Term.** Subject to the provisions of Paragraph B of this Article I and Paragraph D of Article VIII, this Agreement shall become effective July 1, 2024 and shall be consistent with the terms in the Contract and shall expire with the term of the Contract on June 30, 2029. The maximum term of this Agreement shall not exceed the length of the Contract.

B. **Review by CMU.** The parties acknowledge that this Agreement is subject to the review of CMU and shall be subject to termination pursuant to Article VIII, Paragraph D, in the event that CMU disapproves this Agreement.

## **ARTICLE II**

### **CONTRACTUAL RELATIONSHIP**

A. **Authority.** The Academy represents that it is authorized by law and the Contract to contract with a private entity and for that entity to provide educational and management services. The Board is authorized by CMU 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 Board hereby contracts with Contractor, 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 Contract.

C. **Status of the Parties.** Contractor is a for-profit entity and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code and is not a division or part of Contractor. The relationship between Contractor and the Academy is based solely on the terms of this Agreement and the terms of any other agreements between Contractor and the Academy. 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 direct control of the Academy with respect to the use and maintenance of personally identifiable information from education records, and who is subject to the requirements of 34 C.F.R. & 99.33(a) governing the use and redisclosure of personally identifiable information from education records. The Board designates Contractor 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. Contractor and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. Except as set forth in this paragraph or as expressly acknowledged in writing by the Board, no employee of Contractor shall be deemed to be an agent of the Academy.

## **ARTICLE III**

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

A. **Responsibility.** Contractor shall be responsible and accountable to the Board for the administration, operation, and performance of the Academy in accordance with appropriate sections of the Code and the Contract. Contractor shall use its best efforts to perform the obligations and responsibilities of the Academy under the Code and the Contract on behalf of the Academy or to assist the Academy in performing those obligations and responsibilities. Nothing in this Agreement shall be construed to prevent the Board from exercising its statutory, contractual, or fiduciary responsibilities or from setting policies governing the operation of the Academy. Decisions made by the Contractor which, by law or the Contract, must be made by

the Board in compliance with the Michigan Open Meetings Act shall not be binding on the Academy and its Board.

B. **Disclosures.** On an annual basis, Contractor 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, 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.

In addition, prior to the execution of this Agreement, the Contractor shall ensure the following information, at a minimum, has been provided to the Board:

- List of all Contractor's owner(s), directors and officers;
- Type or form of entity (for-profit corporation, non-profit corporation, limited liability company, etc.);
- Name of Contractor's primary banking institution;
- Legal counsel for the Contractor – Name, address, and telephone number of firm and contract person;
- Accounting or auditing firm for the Contractor – Name, address and telephone number of firm and contact person;
- A written statement regarding the Contractor's experience in providing the type(s) of service(s) to be provided to the Academy.

C. **Use of Personally Identifiable Information.** Except as permitted under the Code, Contractor shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy's student education records. If Contractor receives information that is part of an Academy student's education records, Contractor 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 sections 1136 of the Code, MCL 380.1136.

D. **Data Breach.** Immediately upon becoming aware of any unauthorized access or disclosure of confidential information or personally identifiable information or other information not suitable for public release from Academy education records, Contractor will notify the Academy Board, investigate the breach, and fully cooperate to remedy the situation. Contractor will comply with and will fully cooperate to assist the Academy to comply with data security laws and security breach notification laws.

E. **Educational Program.** The educational program and the program of instruction shall be designed by Contractor in accordance with the Contract and may be adapted and modified from time to time with prior Board approval, it being understood that an essential principle of a successful, effective education program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency, and that the Board and Contractor are

interested in results and not in inflexible prescriptions. Notwithstanding the foregoing, the Board shall have the right to approve material changes to the educational program and programs of instruction necessitated by the failure of the Academy to meet the goals identified in the Contract or otherwise abide by the terms of the Contract. The parties acknowledge that changes to the educational program may require an amendment to the Contract prior to implementation.

As between the parties, all intellectual property, propriety information, or other rights in or to any curriculum, educational materials, or teaching techniques (i) both developed and paid for by the Academy, or (ii) developed by Contractor at the direction of the Academy Board with Academy funds shall be the property of the Academy and shall be subject to disclosure under the Code and the Michigan Freedom of Information Act unless specifically exempt.

F. **Strategic Planning.** Contractor shall design strategic plans for the continuing educational and financial benefit of the Academy.

G. **Public Relations.** Contractor shall design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community for implementation by the Academy Board. 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 the Contractor or any other Academy managed by the Contractor.

H. **Specific Functions.** Contractor shall be responsible for the management, operation, administration, and provision of educational and custodial activities at the Academy. Such functions may include, but are not limited to:

1. Implementation and administration of the Educational Program, including the recommendation and acquisition of instructional materials, equipment and supplies (subject to the right of the Board to approve text books), and the administration of any and all extra and co-curricular activities and programs as approved by the Academy Board.

2. Management of personnel functions, including professional development for the Principal, all instructional personnel, and other staff, and the personnel functions outlined in Article VI.

3. Aspects of the business administration of the Academy.

4. Business, educational, and community partnering programs.

5. Strategic planning.

6. Fundraising and grant development programs and strategies.

7. Public relations programs, strategies, and events.

8. Any other function necessary or expedient for the administration of the Academy or as may be required under the Code, the Contract, or by CMU.

I. **Subcontracts.** Contractor reserves the right to subcontract, with Academy Board approval, any and all aspects of all other services it agrees to provide to the Academy including, but not limited to, transportation and/or food service.

J. **Place of Performance.** Contractor reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, offsite unless prohibited by state or local law.

K. **Materials Purchased.** All equipment, materials, and supplies purchased by Contractor on behalf of the Academy shall be property of the Academy. If Contractor purchases equipment, material, and supplies for the Academy, it shall comply with the Code including, but not limited to, sections 1274 and 1267 as if the Academy were making all such purchases directly. If the Contractor procures equipment, materials and supplies at the request of or on behalf of the Academy, the Contractor shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

L. **Student Recruitment.** Contractor and the Board shall be jointly responsible for the recruitment of students, subject to the Board's direction on general recruitment and admission policies and the Contract. 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 Contract and in compliance with the Code and other applicable law.

M. **Due Process Hearings.** Contractor shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality, and access to records consistent with the Academy's own obligations and policy.

N. **Legal Requirements.** Contractor shall provide educational programs that meet federal, state, and local laws and regulations, and the requirements imposed under the Code and the Contract. Contractor 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 Contract shall supersede any competing or conflicting provisions contained in this Agreement.

O. **Rules and Procedures.** Contractor shall recommend reasonable rules, regulations, and procedures applicable to the Academy and is authorized and directed to enforce those rules, regulations, and procedures adopted by the Academy Board.

P. **School Year and School Day.** Contractor shall establish the calendar for the school year and the school day subject to the requirements under law and as determined annually by the Board.

Q. **Additional Grades and Student Population.** Contractor shall make recommendations to the 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 Contract. In the event the Board seeks to expand the Academy to a new grade level, the Board shall involve Contractor in such efforts as early as possible.

R. **Material Breach of Agreement.** Failure of Contractor to reasonably perform these functions, unless prevented from doing so by the Academy, its Board, or circumstances beyond Contractor's control shall be considered a material breach of this Agreement. Any action or inaction by Contractor that is not cured within 60 days of notice thereof and 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 CMU is a material breach.

#### **ARTICLE IV** **OBLIGATIONS OF THE BOARD**

The Board shall have the obligation and authority to oversee the performance of the duties of the Contractor under this Agreement. The Board shall perform sufficient due diligence on whether any principal or officer of the Contractor, or the Contractor (including any related organizations or organizations in which a principal or officer of the Contractor served as a principal or officer) as a corporate entity, has filed for bankruptcy protection within the five (5) years prior to execution of this Agreement. The Contractor shall provide information this information to the best of their ability and knowledge to the Board upon request. The Board shall be responsible for adopting budgets and policies for the Academy to be implemented by the Contractor in accordance with this Agreement. The Board shall exercise good faith in considering the recommendations of Contractor including, but not limited to, Contractor's recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fundraising, public relations, and school entrepreneurial affairs. The Academy's failure to adopt Contractor's reasonable recommendations concerning functions to be performed by Contractor shall be considered a material breach of this Agreement. If the Board determines in good faith that a recommendation of Contractor is contrary to the Code, the Contract, or policies adopted by the Board not otherwise contrary to this Agreement, its failure or refusal to adopt a recommendation of Contractor shall not be deemed to be a material breach of this Agreement.

No provision of this Agreement shall interfere with the Board's duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body or allow public decisions to be made other than in compliance with the Open Meetings Act.

**ARTICLE V**  
**FINANCIAL ARRANGEMENTS**

A. **Capitation Fee.** The Academy shall pay Contractor an annual capitation fee in an amount equal nine and one half percent (9.5%) of the money, grants, fees, and credits received by the Academy from all sources in connection with the enrollment of students at the Academy including, but not limited to, state funding, government and private grants, and student fees except to the extent prohibited by law or grant restrictions or those amounts exempted by CMU. Said amounts may change during the term of this Agreement according to overall changes in the state grants, moneys, or services provided by other governmental agencies and the extent of other revenue sources. The capitation fee shall be paid to Contractor as and when state payments or funds from other state agencies or other revenue sources are received by the Academy. Notwithstanding anything to the contrary contained herein, the parties agree that state payments shall be made directly to the Academy, and that capitation fees and other charges under this Agreement shall be paid to Contractor upon availability of funds. Notwithstanding any other provision of this Agreement, the total annual management fee payable to Contractor hereunder in any academic year shall not be less than \$750,000 nor shall exceed \$1,500,000 subject to change by written agreement of Contractor and Academy depending upon changes in annual pupil enrollment.

B. **Other Revenue Sources.** In order to supplement and enhance the state school aid payments, improve the quality of education at the Academy, and fulfill the mission of the Academy, Contractor shall develop and pursue a program for obtaining and producing revenue supplemental to state aid and grants, shall seek Academy Board approval prior to accepting grant revenues, and shall report to the Board on a consistent basis regarding the status of its efforts in this area.

C. **Payment of Costs.** Except as otherwise provided in this Agreement, all costs incurred in furnishing Contractor's Educational Program to the Academy shall be paid by the Academy upon properly presented documentation and approval by the Academy Board. All Contractor's products and services, including management and educational services and products, assessment, curriculums, educational programs, teacher training, and assistive technology, are included within the management fee set forth in this Agreement. No additional costs are billed to the school for such services. Contractor shall be reimbursed by the Academy for all additional services provided by Contractor not included in the management fee, including, but not limited to, personnel, curriculum materials, textbooks, library books, computer and other equipment, software, supplies, building payments, maintenance, student meal services, and capital improvements upon properly presented documentation and approval by the Academy Board. Contractor may, in order to gain various economies and efficiencies, elect to incur certain of such costs directly and, in such event, the Academy shall reimburse Contractor for budgeted items upon presentation of supporting documentation at a duly convened meeting of the Board. In no event shall Contractor charge an additional fee or charge to the cost of equipment, materials, and supplies purchased from third parties. Contractor shall comply with the Revised School Code including, but not limited to, Sections 1267 and 1274 of the Code, MCL 380.1267 and MCL

380.1274, as if the Academy were making these purchases directly from a third party supplier or vendor. Any services provided by Contractor 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. No corporate costs of the ESP shall be charged to or reimbursed by the Academy.

D. **Advancement of Funds.** Contractor may advance funds to the Academy relating to recruiting, selecting, and pre-service training of staff members or cleaning, fixing, renovating, and equipping of the Academy building and related capital facilities, all pending receipt by the Academy of its subsequent school aid payments. The Academy shall reimburse Contractor such funds upon receipt of such state school aid payments and upon properly presented documentation and approval by the Academy Board to the extent that it is able to do so consistent with the Code and the Contract. The parties shall enter into a separate agreement regarding the terms and conditions of any advance and its repayment before funds are disbursed by Contractor to or for the benefit of the Academy. If the parties cannot enter into an agreement before the Contractor disburses funds, they shall do so as soon as possible thereafter.

E. **Other Public School Academies.** The Academy acknowledges that Contractor may enter into similar management agreements with other public school academies. Contractor shall separately account for reimbursable expenses incurred on behalf of the Academy and other public school academies and only charge the Academy for expenses incurred on behalf of the Academy. If Contractor incurs reimbursable expenses on behalf of the Academy and other public school academies which are incapable of precise allocation between such academies, then Contractor shall allocate such expenses among all such academies, including the Academy, on a pro rata basis based upon the number of students enrolled at such academies or upon such other equitable basis as is agreed to by the parties.

F. **Financial Reporting.** Contractor shall provide the Board with:

1. A projected annual budget (in compliance with P.A. 493 of the 2000 Uniform Budget and Accounting Act) not later than thirty (30) days after enrollment at the Academy for the first year of this Agreement is set or by May 1 and with a projected annual budget prior to each school year thereafter.

2. Monthly financial statements that (at a minimum) include: a balance sheet, 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.

3. An annual audit of the Academy in compliance with state law and regulations showing the manner in which funds are spent at the Academy.

4. Reports on Academy operations and student performance, upon reasonable request, but not less frequently than four (4) times per year and other information on a periodic

basis to enable the board to monitor Contractor's educational performance and the efficiency of its operation of the Academy.

The Contractor shall make all its finance and other records related to the Academy available to the Academy, the Academy's independent auditor, and The Governor John Engler Center for Charter Schools upon request. The Board is responsible for selecting and retaining the Academy's independent auditor. This Agreement shall not permit the Contractor to select and retain an independent auditor for the Academy.

The Board is responsible for designating the Chief Administrative Officer of the Academy pursuant to the Uniform Budget and Accounting Act, MCL 141.422b. If the Academy employs a superintendent or a person having general administrative control, then the Board may designate that employee as the Chief Administrative Officer of the Academy. If the Academy does not employ a superintendent or a person having general administrative control, then the Board shall designate a Board member as the Chief Administrative Officer of the Academy, but an employee of the Contractor may assist the Chief Administrative Officer in carrying out their responsibilities.

**G. The Academy's Depository Account.** In accordance with applicable law, all funds received by the Academy must be placed in the Academy's depository account. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employees. Interest earned on Academy accounts shall accrue to the Academy.

## **ARTICLE VI** **PERSONNEL & TRAINING**

Subject to recommendation by Contractor and approval of the Board:

**A. Principal.** Contractor will, consistent with state law, select, hire, and supervise the Principal, establish employment terms, and hold him or her accountable for the success of the Academy. The Academy School Board will be part of the interview process for the Academy's Principal and will be involved in the final hiring decision for selection of the Academy's Principal. The Principal and Contractor, in turn, will have similar authority to select and hold accountable the teachers in the Academy. The Principal shall be an employee of the Contractor.

**B. Teachers.** Prior to commencement of the 2019-2020 school year and from time to time thereafter, Contractor shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the Academy consistent with the Board-approved budget. Contractor shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. Contractor shall also establish employment terms. These teachers may, at the discretion of Contractor, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by Contractor. Each teacher assigned to the Academy shall hold a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code, or meet Code

provisions for non-certified teachers. Unless otherwise agreed, teachers shall not be employees of the Academy.

C. **Support Staff.** Prior to commencement of the 2019-20 school year by the Academy and from time to time thereafter, Contractor shall determine the number and functions of support staff required for the operation of the Academy consistent with the Board-approved budget and establish employment terms. Contractor shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, at the discretion of Contractor, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by Contractor.

D. **Board Liaison.** The Academy Board may employ and pay for an independent Board Liaison to act as a liaison among the Academy, Contractor, and the University in order to ensure a smooth relationship among the entities. The Board shall have the right to employ the Board Liaison full or part time, as the situation warrants. Contractor agrees to cooperate with the Board Liaison in the performance of his duties as liaison.

E. **Employer of Personnel.** Unless otherwise agreed or required by law or the Contract, except for the Board Liaison, staff and personnel assigned to the Academy will be employees or subcontractors of Contractor. Contractor accepts full liability and is responsible for compensation of all its employees assigned to the Academy, irrespective of whether Contractor receives an advancement of its costs or the payment of services from the Academy. The Academy shall reimburse Contractor for the compensation Contractor pays its employees or subcontractors of Contractor in the performance of services on behalf of the Academy as agreed to in the annual budget approved by the Academy Board. For purposes of this Agreement, compensation shall include salary, workers' compensation, fringe benefits, and training including, without limitation, retirement planning and state and federal tax withholdings. Contractor will inform the Academy Board of the level of compensation and fringe benefits provided to the employees of the Contractor as part of the annual budget and as required thereafter by any other provision in this Agreement. Contractor shall be solely responsible for selection, evaluation, discipline, and termination of its employees. During the term of this Agreement, Contractor shall not enter into any agreement with the Academy or any employee restricting or prohibiting the Academy from hiring such person, and any such agreement shall, for the purpose of this Agreement, be of no force or effect. During the term of this Agreement, the Board shall perform sufficient due diligence to ensure an Agreement that provides employees to the Academy shall qualify as employee leasing.

F. **Training.** Contractor shall provide training in its Board-approved curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Instructional personnel shall receive such training as required under the Code. Non-instructional personnel shall receive such training as Contractor determines reasonable and necessary under the circumstances.

G. **Non-Competition.** This Agreement shall prohibit Contractor from executing contracts with staff assigned to the Academy including, but not limited to, administrators, teachers, or counselors that contain non-compete clauses or agreements of any sort.

**ARTICLE VII**  
**ADDITIONAL PROGRAMS**

The services provided by Contractor to the Academy under this Agreement consist of the Educational Program during the school year and school day and age and grade level, as set forth in the Contract, as such school year, school day, and age and grade level may change from time to time. Contractor may, in its discretion but subject to the approval of the Board not to be unreasonably withheld, provide additional programs, such as adult and community education, which are not a part of the Academy's program as of the effective date of this Agreement. In such cases, the Contractor and the Board shall enter into a separate agreement governing the provision of these programs.

**ARTICLE VIII**  
**TERMINATION OF AGREEMENT**

A. **Termination by Contractor.** Contractor may terminate the Agreement with cause prior to the end of the term specified in Article I in the event the Academy fails to remedy a material breach of this Agreement within sixty (60) days after notice from Contractor; provided, however that in the event such breach cannot be cured within a sixty day period, the Academy may have an additional amount of time reasonably necessary to effect such cure as long as the Academy commences such cure within the initial sixty day period and diligently pursues said cure thereafter. A material breach may include, but is not limited to, failure to make payments to Contractor as required by this Agreement or unreasonable failure to adhere to the personnel, curriculum, program, or similar material recommendations of Contractor, etc. Upon such termination, Contractor shall have the option to reclaim any usable property or equipment (e.g., copy machines, personal computers) installed by Contractor and not paid for by the Academy or otherwise owned by the Academy under Article III, Section K or to reclaim the depreciated cost of such equipment.

B. **Termination by the Academy.** The Academy may terminate this Agreement with cause prior to the end of the term in the event that Contractor should fail to remedy a material breach of this Agreement within sixty (60) days after notice from the Academy; provided, however, that in the event such breach cannot be cured within such sixty day period, Contractor may have an additional amount of time reasonably necessary to effect such cure so long as Contractor commences such cure within the initial sixty day period and diligently pursues said cure thereafter. Material breach may include, but is not limited to, 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 where such failure resulted from circumstances within its control. Any action or inaction by the Contractor which causes the Contract of the Academy to be revoked, terminated, or suspended or which results in the Academy receiving official notification from CMU, Superintendent of Public Instruction, or other authorized body or official of the commencement or an intent to initiate proceeding for the termination, revocation, or suspension

of the Contract shall be designated a material breach, which shall be grounds for the termination of the ESP agreement by the Academy. Upon such a termination, Contractor shall have the option to reclaim any usable property or equipment (e.g., copy machines, personal computers) installed by the Contractor and not paid for by the Academy or otherwise owned by the Academy under Article III, Section K or to reclaim the depreciated cost of such equipment. Notwithstanding the foregoing or anything else herein, the Academy shall have the right to terminate this Agreement without penalty or cause on the third anniversary hereof.

C. **Termination by University Board.** This Agreement may be terminated by the University Board if directed as part of reconstitution, as provided by the Revised School Code.

D. **Revocation or Termination of Contract.** If the Academy's Contract issued by CMU 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.

E. **Minor Breaches.** A breach of this Agreement that would otherwise not be material may become material if the breaching party does not act in good faith to cure the breach after notice or if multiple breaches occur in a time period or under such circumstances that lack of good faith is indicated.

Termination of the ESP Agreement mid-year is strongly discouraged. The Academy and ESP 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 Contractor agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. The Contractor shall perform this transition in a similar manner as described under Section I below based upon completion of the then-current school period.

F. **Change in Law; Requirement of CMU.** If any federal, state, or local law or regulation or court decision, or any requirement properly imposed by CMU under the Code or the Contract has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 90 days after the notice, the party requiring the renegotiation may terminate this Agreement on 120 days further written notice.

G. **Effective Date of Termination.** In the event 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 not become effective until the end of the school year following the notice of termination.

H. **Expiration.** Upon expiration of this Agreement, and in the event the parties do not wish to renew the Agreement, Contractor shall have the right to reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided the Academy not otherwise

owned by the Academy under Article III Section K at its expense or the depreciated cost of such equipment.

I. **Obligations Upon Termination And Expiration.** Upon termination or expiration of this Agreement or if the Agreement is terminated due to revocation, reconstitution, termination, or non-renewal, Contractor 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 Contractor 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, real estate, and other items such as keys, log-in information, and passwords related to any Academy asset.

J. **Amendment Caused By Academy Site Closure or Reconstitution.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Sections 507, 528, or 561 of the Code, MCL 380.507; MCL 380.528; or MCL 380.561, or (ii) to undergo a reconstitution pursuant to Sections 507, 528, or 561 of the Code MCL 380.507, MCL 380.528, or MCL 380.561, and Section 10.4 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution with no cost or penalty to the Academy, and the Contractor shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

## **ARTICLE IX INDEMNIFICATION**

A. **Indemnification of Contractor.** To the extent permitted by law, the Academy shall indemnify and save and hold Contractor and all of its employees, officers, members, subcontractors, and agents (collectively "employees") harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, the negligence of the Academy or its Board, employees, subcontractors, or agents or any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Contractor for all reasonable expenses and costs (including legal) associated with the defense of any such claim, demand, or suit. Notwithstanding the foregoing provisions, the Academy shall not be required to waive its governmental immunity or to indemnify Contractor in circumstances where doing so

would constitute a waiver of governmental immunity. Furthermore, nothing in this Agreement shall be construed as requiring the Academy to assert, waive, or not waive its governmental immunity.

B. **Indemnification of Academy.** Contractor shall indemnify and save and hold the Academy and its Board and all of its employees, officers, members, subcontractors, and agents harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, the negligence of the Contractor or any of its agents, employees, or subcontractors or any noncompliance by the Contractor with any agreements, covenants, warranties, or undertakings of the Contractor contained in or made pursuant to this Agreement. In addition, Contractor shall reimburse the Academy for all reasonable expenses and costs (including legal) associated with the defense of any such claim, demand, or suit.

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

D. **Waiver of Subrogation.** Each party to this Agreement waives all rights and claims against each other for all losses covered by their respective insurance policies and, to the extent permitted by their respective policies, waives all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.

**ARTICLE X**  
**INSURANCE**

Contractor will secure and maintain such policies of insurance as required by the Contract and the Michigan Universities Self Insurance Corporation (“M.U.S.I.C.”). In the event CMU or M.U.S.I.C. requests any change in coverage by Contractor, Contractor agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. Contractor shall name the Academy as an additional insured on a separate general liability and umbrella insurance coverage in amounts and on such terms as the Academy may require. Each party shall maintain such insurance as shall be necessary to indemnify the other 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. Contractor 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. Contractor’s insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.

**ARTICLE XI**  
**WARRANTIES AND REPRESENTATIONS**

The Academy and Contractor 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 Contractor 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 XII**  
**RECORDS AND OTHER PROPERTY OF THE ACADEMY**

Contractor acknowledges that all financial, educational, and student records relating to the Academy are and shall remain property of the Academy, and that such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy’s physical facility. Throughout the term of this Agreement, Contractor shall be deemed a temporary custodian of these records and shall be responsible for the safeguarding of said records unless the Board provides otherwise. In the event of any termination of this Agreement, Contractor shall deliver said records to the Board or its agents. Contractor shall keep such records available to the public and CMU in accordance with the Revised School Code and other applicable law.

Contractor shall obligate each of its employees to sign an agreement pledging their obligation to keep confidential any and all records of the Academy unless otherwise required by law. Contractor shall further obligate each of its employees to acknowledge that all educational materials developed on behalf of the Academy during the term of this Agreement shall be the

property of the Academy. Upon the reasonable request of the Board, Contractor shall make available to the Board copies of all educational materials prepared by Contractor or its employees in connection with the undertakings described herein. Except as permitted under the Contract and Applicable Law, nothing in this Agreement shall restrict CMU's or the public's access to the Academy's records.

**ARTICLE XIII**  
**ALTERNATIVE DISPUTE RESOLUTION PROCEDURE**

Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall be resolved by arbitration and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accept. The final decision rendered shall be in the form of a cause opinion (written explanation). The Governor John Engler Center of Charter Schools for Charter Schools (the "Center") shall be notified of said decision and, upon the Center's request, the opinion shall be made available.

**ARTICLE XIV**  
**INTERPRETATION**

The parties are entering into this Agreement to enable the Academy to carry out its obligations under the Code and the Contract in an efficient and economical manner. Accordingly, this Agreement shall in all respects be subject to, and construed in accordance with, the Code and the Contract. In the event of any conflict between the provisions of this Agreement and the requirements of the Code or the Contract, the Code or the Contract, as the case may be, shall govern and shall be deemed to be incorporated by reference into this Agreement. The parties also acknowledge that the Academy anticipates qualifying for exemption for federal income taxation under Section 501(c)(3) of the Internal Revenue Code. Subject to the foregoing provisions of this Article XIV, this Agreement shall be interpreted in a manner that is consistent with the Academy's status as an exempt organization. Nothing in this Agreement shall be interpreted as delegating the Board's ultimate authority and responsibility with respect to the operation and management of the Academy to the Contractor.

**ARTICLE XV**  
**MISCELLANEOUS**

A. **Sole Agreement; Severability.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Contractor. The invalidity of any of the covenants, phrases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement.

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

If to contractor:

Global Educational Excellence  
2455 S. Industrial Hwy., Suite A  
Ann Arbor, MI 48104

With a copy to:

Eby, Conner, Smillie & Bourque, PLLC.  
320 Miller Suite 190  
Ann Arbor, MI 48103

If to Academy:

Riverside Academy  
6409 Schaefer Rd  
Dearborn, MI 48126  
Attention: Board President

With a copy to:

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

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

E. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided and the compensation for such services. Any modification to this Agreement must be made in writing, approved by the Board and Contractor, and signed by a duly authorized officer. In addition, any modification must be done in accordance with the Center's Educational Service Provider Policies before any modification to this Agreement can become effective.

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

G. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party and prior notification to the Center. Any assignable party shall be considered an educational service provider as defined by the policies set forth in the Center's educational service provider policies. As such, any assignable party shall follow the requirements set forth in the Center's Educational Service Provider's policies.

H. **Survival of Termination.** All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

I. **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.

IN WITNESS WHEREOF, the parties have entered into this Service Agreement as of the date set forth above.

RIVERSIDE ACADEMY

  
\_\_\_\_\_, President, Board of Directors

Date: April 18, 2024

GLOBAL EDUCATIONAL EXCELLENCE, L.L.C.

By:   
\_\_\_\_\_, Director

Date: April 18, 2024

4878-1690-6674 v3 [41050-1]

**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

**a. East Campus**

Site Plan ..... 6-4  
Floor Plans ..... 6-5  
First Amendment to Lease Agreement ..... 6-7  
Lease ..... 6-10  
Office of Fire Safety Approval ..... 6-23  
Certificates of Use and Occupancy ..... 6-24

**b. West Campus**

Site Plan ..... 6-28  
Floor Plan ..... 6-29  
Amendment to Sublease Agreement (2020) ..... 6-30  
Amendment to Sublease Agreement (2017) ..... 6-34  
Extension of Sublease Term (2016) ..... 6-37  
Extension of Sublease Term (2011) ..... 6-39  
Sublease (2006) ..... 6-41  
Second Amendment to Lease (2020) ..... 6-45  
First Amendment to Lease (2016) ..... 6-48  
Lease (2006) ..... 6-52  
Certificate of Use and Occupancy ..... 6-65

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

**a. East Campus**

Address: 7124 Miller Road  
Dearborn, MI 48126

Description: This Site, known as the Riverside East Campus, is located on the corner of Miller Rd. and W. Warren Ave. and includes two buildings, connected by a walkway, as well as an outdoor playground area. The first building (7124 Miller Rd.) is the Academy's original facility. It includes three stories and features a modern brick and glass exterior. There are 12 classrooms, 11 restrooms, a multipurpose room, a kitchen, a library, a computer lab, an art room, a teacher supply room, office space, a utility room and a mechanical room. In total, this building consists of approximately 27,553 square feet. In 2006, the Academy expanded into additional space in the adjacent building (10845 W. Warren Ave.). This space was renovated for the Academy's use and contains 14 classrooms, eight restrooms, storage areas, a workroom and office space. This building consists of approximately 16,900 square feet. The entire facility configuration at the East Campus contains approximately 44,453 square feet of space.

In accordance with single site restrictions set forth in the Code, the Academy's single site is defined to include all of the buildings on this Site and the Academy is authorized to operate a kindergarten through fifth grade program at this Site. Because the buildings are contiguous to one another and are joined by a common easement for ingress and egress, the East Campus is designated as a single site.

Configuration of Grade Levels: Kindergarten through Fifth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Dearborn Public Schools  
ISD: Wayne RESA

**b. West Campus**

Address: 6409 Schaefer Road  
Dearborn, MI 48126

Description: The facility at this Site is a former private school building with two stories and a total area of approximately 60,000 square feet. The facility consists of 24 classrooms, an art room, science lab, chemistry lab, two teacher work rooms, several offices, a conference room, gymnasium with a stage, boys' and girls' locker rooms, a cafeteria with a serving area and a pantry, media center, computer lab, 16 restrooms, teachers' lounge, several storage areas, mechanical room, electrical room and a janitor's closet. The Site also includes an outdoor play area and several parking spaces.

Configuration of Grade Levels: Sixth through Twelfth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Dearborn Public Schools

ISD: Wayne RESA

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

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

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

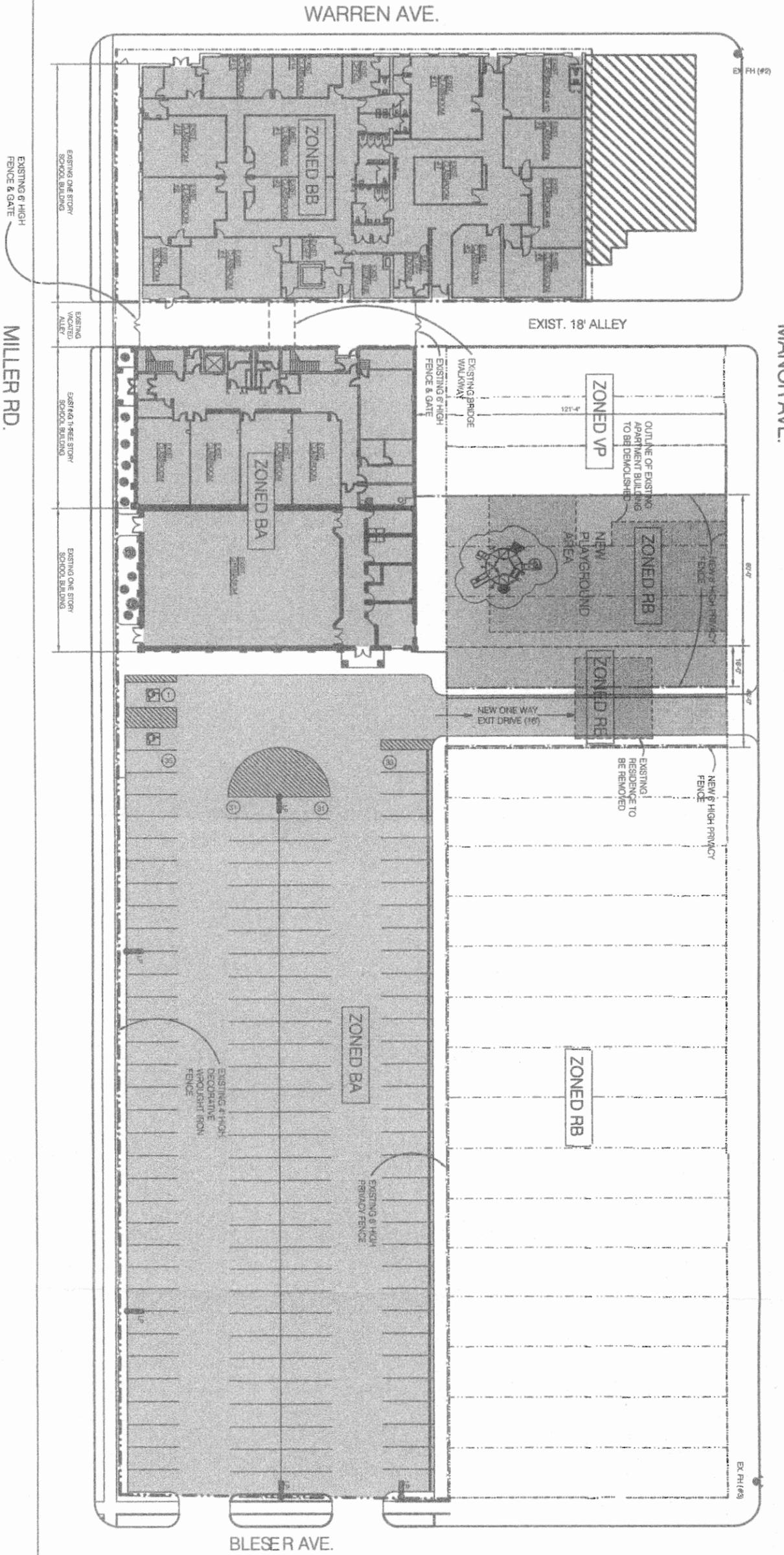
5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the University Board or its designee, and the amendment regarding the new site has been executed.

6. Any change in the configuration of grade levels at the Site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

Riverside Academy – East Campus

7124 Miller Rd.  
Dearborn, MI 48126

MANOR AVE.



**ARCHITECTS**

CDPA ARCHITECTS, INC.  
2880 Telegraph Rd.  
Southfield, Michigan 48034

TEL: (248) 354-2441  
FAX: (248) 354-0114  
E-mail: cdpa@cdpa-architects.com

Key Plan: NO SCALE



**NEW PLAYGROUND AT RIVERSIDE EAST ACADEMY CHARTER SCHOOL**

MIDWEST CREATIVE INVESTMENTS, LLC  
341 E. HURON STREET  
ANN ARBOR, MICHIGAN  
TEL: 734-682-4448  
FAX: 734-682-7756  
Scale:

DATE: 11/11/11  
BY: ARCHITECTS

DATE: 06-100  
PROJECT NUMBER: 06-100  
SHEET TITLE: PROPOSED SITE PLAN - NEW PLAYGROUND

SP-1

**EXISTING BUILDING DATA:**

USE GROUP E  
 CONSTRUCTION TYPE 2B  
 BUILDING AREA, FULLY FIRE SUPPRESSED.  
 EXISTING BUILDING IS FULLY FIRE SUPPRESSED.  
 BUILDING AREA 2,450 SF  
 BUILDING HEIGHTS +/- 50'-0"

**EXISTING OCCUPANCY LOADS**

FLOOR	CLASSROOM #	AREA	OCCUPANTS
FIRST LEVEL	CLASSROOM #1	649 SF	99
	CLASSROOM #2	694 SF	99
	CLASSROOM #3	719 SF	99
	CLASSROOM #4	719 SF	99
TOTAL			140

**EXISTING = ONE PER 20 SF**

LEVEL	CLASSROOM #	AREA	OCCUPANTS
SECOND LEVEL	CLASSROOM #1	747 SF	99
	CLASSROOM #2	756 SF	99
	CLASSROOM #3	756 SF	99
	CLASSROOM #4	641 SF	92
	CLASSROOM #5	819 SF	40
	CLASSROOM #6	403 SF	20
TOTAL			116

**THIRD LEVEL**

CLASSROOM #1	747 SF	36
CLASSROOM #2	756 SF	36
CLASSROOM #3	756 SF	36
CLASSROOM #4	697 SF	35
CLASSROOM #5	661 SF	43
CLASSROOM #6	594 SF	27
TOTAL		216

**TOTAL STUDENTS**

595

**STAFF (TEACHERS, ADMINSTR. & MAINT)**

24

**TOTAL**

594

**BUILDING ADDITION DATA:**

USE GROUP E  
 CONSTRUCTION TYPE 2B  
 BUILDING AREA, FULLY FIRE SUPPRESSED.  
 EXISTING BUILDING AND ADDITION IS FULLY FIRE SUPPRESSED.  
 EXISTING 2,450 SF  
 NEW 2,150 SF  
 TOTAL 4,600 SF

**EXISTING SCHOOL**

FOOTPRINT	1,929
ADDITION	1,259
<b>TOTAL BUILDING</b>	<b>2,759</b>

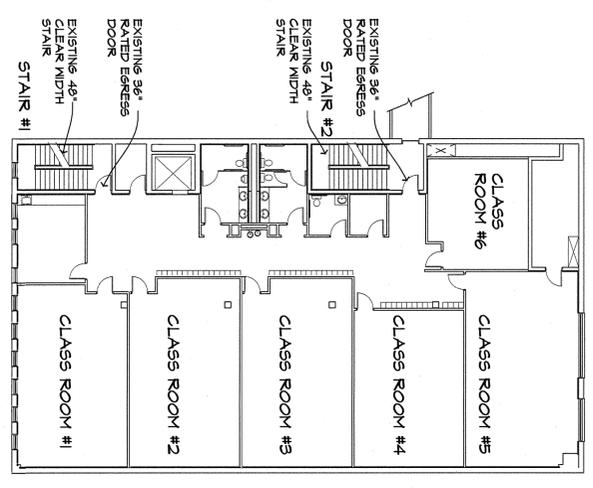
**BUILDING HEIGHTS**

4'-50" FLAT ROOF

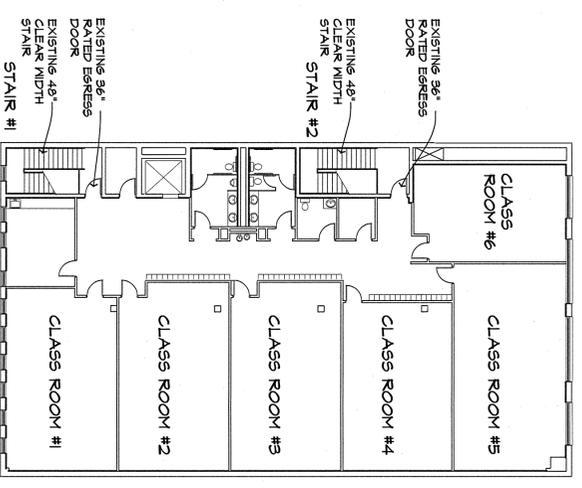
ADDITION 4'-32" / 16'-0" FLAT ROOF

**BUILDING ADDITION OCCUPANCY LOADS**

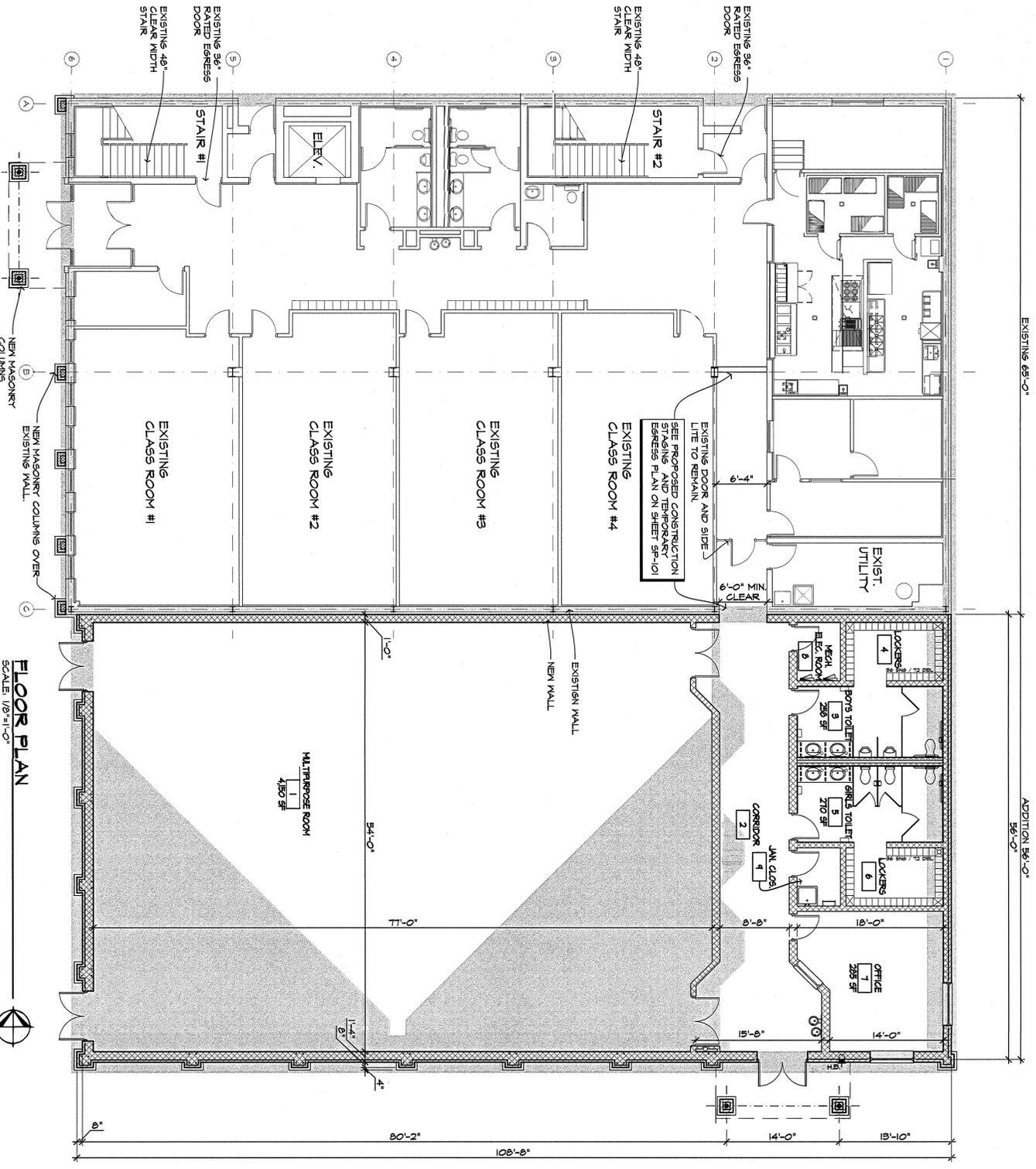
GYMNASIUM = 1 PER 50 SF	65
LOCKERS / TOILETS = 1 PER 15 SF	37
TOTAL	120



**EXISTING THIRD FLOOR PLAN**  
 SCALE: 1/8"=1'-0"



**EXISTING SECOND FLOOR PLAN**  
 SCALE: 1/8"=1'-0"



**FLOOR PLAN**  
 SCALE: 1/8"=1'-0"

ISSUED FOR	DATE
OWNER REVIEW	03/05/08
FILE / TRAFFIC	04/04/08
SPA/FIRE MARSHAL	05/13/08
FDTN PERMITS/IDS	05/16/08
FOUNDATION ONLY	10/09/08
PERMITS/CORRT.	10/25/08

**ARCHITECTURAL DESIGN**  
 RESIDENTIAL COMMERCIAL INDUSTRIAL  
 G.A.V. & ASSOCIATES, INC.  
 31471 NORTHWESTERN HWY., SUITE #2  
 FARMINGTON, CT 06031  
 (261) 882-9101  
 FAX (261) 882-9105  
 EMAIL: GAV@GVAASSOCIATES.COM

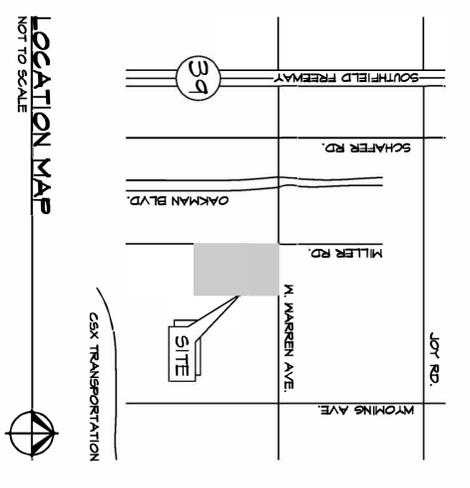


**PROPOSED ADDITION FOR:**  
**RIVERSIDE ACADEMY EAST (K-8)**  
**1124 MILLER RD.**  
**DEARBORN, MI.**

DRWING: S.S.A.	DESIGNED: G.A.	CHECKER:
SCALE: 1/8"=1'-0"	FILE NAME: 04200A100	JOB #: 04200
SHEET TITLE: NEW AND EXISTING FLOOR PLANS SHEET #		



**A-100**



**SHEET INDEX**

- ARCHITECTURAL - GAV ASSOCIATES  
 A100 EXISTING FIRST FLOOR PLAN  
 A101 REFLECTED CEILING DEMOLITION PLAN  
 A102 PROPOSED REFLECTED CEILING PLAN  
 A103 REFLECTED ROOF PLAN  
 A109 GENERAL STRUCTURAL NOTES

- MECHANICAL / ELECTRICAL - HADLA DESIGN  
 M100 HVAC PLAN  
 M101 HVAC SPECIFICATIONS  
 E100 LIGHTING PLAN  
 E101 POWER PLAN/ROOF PLAN DIAGRAM  
 E102 ELECTRICAL PANEL LAYOUT

**SCOPE OF WORK**

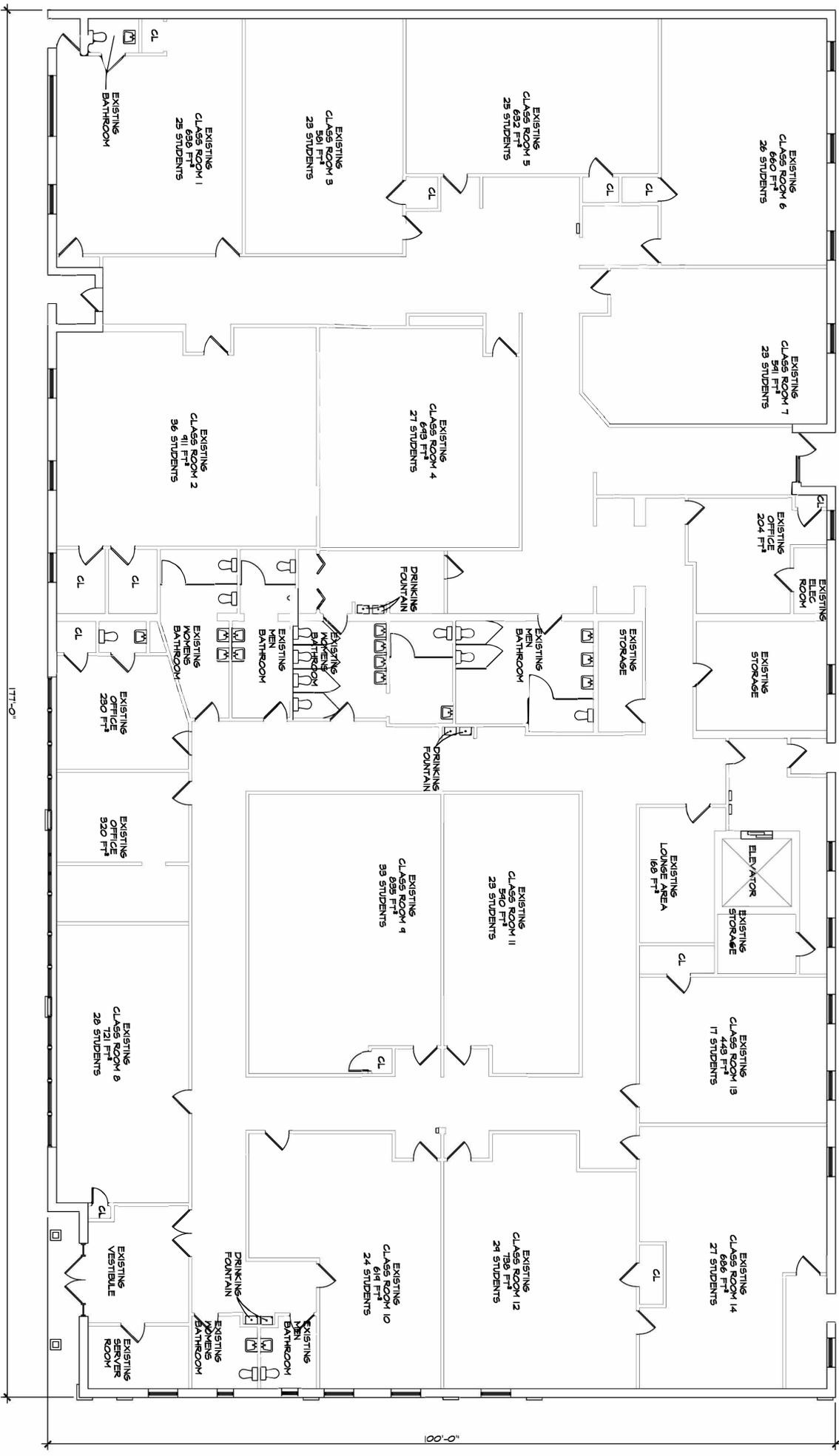
BUILDING IS EXISTING SCHOOL. ALL WALLS, DOORS, AND WINDOWS TO REMAIN AS IS. THE SCOPE OF WORK IS TO DEMOLISH THE EXISTING CEILING AND INSTALL NEW SUSPENDED CEILING GRID AT 9'-0" AFF. INCREASE STRUCTURAL ROOF MEMBERS TO SUPPORT NEW ROOF TOP UNITS. INSTALL NEW HVAC DUCTWORK ACCORDING TO NEW REFLECTED CEILING PLAN. INSTALL NEW OVERHEAD LIGHTS ACCORDING TO NEW REFLECTED CEILING PLAN.

**EXISTING BUILDING DATA:**

USE GROUP E  
 CONSTRUCTION TYPE 2B  
 BUILDING AREA 16700 SF  
 EXISTING BUILDING IS FULLY FIRE SUPPRESSED.  
 BUILDING AREA 16700 SF

**GENERAL NOTES**

- GENERAL CONTR. TO COMPLY WITH THE FOLLOWING APPLICABLE CODES:  
 MICHIGAN BUILDING CODE (MBC)-2006 EDITION  
 MICHIGAN BARRIER FREE 2003 (MBF)- (C/C/ANSI) A117.1-2003  
 MICHIGAN PLUMBING CODE (MPC)- 2006 EDITION  
 MICHIGAN MECHANICAL CODE (MNC)- 2006 EDITION  
 MICHIGAN ELECTRICAL CODE (NEC)- 2003 (N PART 9 AMENDMENTS)  
 MICHIGAN FIRE CODE (MFC)-2003  
 PROJECT SHALL COMPLY WITH NBC 2006 CHAPTER 95 REFERENCE STANDARDS
- DO NOT SCALE DRAWINGS. USE GIVEN DIMENSIONS ONLY (TO FACE OF GYP. BD. ON MTL. STUDS) GIVEN EXISTING DIMENSIONS ARE SUBJECT TO FIELD VERIFICATION. IF DIMENSIONS ARE IN AGREEMENT BEFORE CONTINUING WITH THE WORK.
- REMOVE ALL TRUS, ELEMENTS OF CONSTRUCTION AND EQUIPMENT INDICATED, NOTED OR SHOWN AND AS REQUIRED TO FACILITATE INSTALLATION OF THE NEW WORK. REMOVE FROM BUILDING SITE DEBRIS, RUBBISH, AND OTHER MATERIALS. RESULTING FROM DEMOLITION OPERATION. TRANSPORT AND LEGALLY DISPOSE OF OFF SITE.
- REMOVE ALL ABANDONED DUCTWORK, PIPING, CONDUITS, HANGERS, SUPPORTS, FASTENERS, ETC.
- ALL EXISTING CONSTRUCTION INDICATED TO REMAIN THAT IS DISTURBED BY CONTRACT WORK (ALL TRACES) SHALL BE RESTORED AND PATCHED. FINISH AND CHARACTER INCLUDING MATERIAL, COUSING (WHERE APPLICABLE), FINISH, AND CHARACTER
- GENERAL CONTRACTOR SHALL COORDINATE WITH THE MECHANICAL AND ELECTRICAL CONTRACTORS THE LOCATIONS OF DUCTS, PIPING BOXES, CHASES, CONDUITS, ETC.
- ALL WORK SHALL BE COMPATIBLE TO THE EXISTING STRUCTURE AND SHALL MATCH EXISTING WHERE APPLICABLE.
- ANY DAMAGE TO EXISTING STRUCTURE SHALL BE REPAIRED TO MATCH EXISTING.
- VERIFY LOCATION OF ALL EQUIPMENT AND VERIFY SIZES, WALL OPENINGS, AND SUPPORT REQUIREMENTS WITH MANUFACTURER. PROVIDE OPENINGS, BRACING AND REINFORCEMENT AS REQUIRED BY MANUFACTURER
- POINT LOADS SHALL NOT BE ALTERED IN OUT NOTIFYING ARCHITECT.
- ALL EXPOSED INSULATION SHALL HAVE A CLASS I FLAME SPREAD NOT GREATER THAN 25 AND A SMOKE DEVELOPMENT INDEX NOT GREATER THAN 100. PROVIDE DOCUMENTATION.
- ALL INTERIOR FINISHES SHALL HAVE A CLASS C FLAME SPREAD OF 76 TO 200 AND A SMOKE DEVELOPMENT NOT GREATER THAN 450 IN ACCORDANCE WITH ASTM E85 REQUIREMENTS.
- A PORTABLE FIRE EXTINGUISHER MUST BE PRESENT DURING CONSTRUCTION. PERMANENT PORTABLE FIRE EXTINGUISHER LOCATIONS TO BE DETERMINED PER I.F.C. AND FIRE MARSHALLS SPECIFICATIONS.
- APPROVED FIRE STOP MATERIAL SHALL BE PROVIDED IN ALL DROPS & CHASES FOR ELECTRICAL, PLUMBING, & HEATING.
- SUSPENDED CEILING GRID SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ASTM C895-00 AND C896-16



**EXISTING FLOOR PLAN**  
 SCALE: 1/8" = 1'-0"

ISSUED FOR	DATE
BID / PERMIT	03/16/10

**ARCHITECTURAL DESIGN**  
 RESIDENTIAL  
 COMMERCIAL  
 INDUSTRIAL

G.A.V. & ASSOCIATES, INC.  
 31471 NORTHWESTERN HWY., SUITE #2  
 FARMINGTON HILLS, MI 48334  
 TEL: (248) 855-9100  
 FAX: (248) 855-9105  
 EMAIL: GAV@GAVASSOCIATES.COM

**UNIVERSIDE ACADEMY EAST CAMPUS**  
 7124 MILLER RD  
 DEARBORN, MI 48126

DRWING: DESIGNED: 6A CHECKER: 6A  
 SCALE: 1/8" = 1'-0"  
 FILE NAME: 10009\_A100  
 JOB #: 10009

SHEET TITLE  
 EXISTING  
 FIRST FLOOR  
 PLAN  
 SHEET #  
**A.100**

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
MICHIGAN CREATIVE INVESTMENT, LLC  
AND RIVERSIDE ACADEMY**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (the “Agreement”), is made as of the 1<sup>st</sup> day of July, 2023, by and between Michigan Creative Investment, LLC, a Michigan limited liability company, whose address is 341 E Huron, Ann Arbor, MI 48104 (“Landlord”) and Riverside Academy, a Michigan non- profit corporation, whose address is 7124 Miller Road, Dearborn, Michigan 48126 (“Tenant”)with respect to the Premises as defined below.

**RECITALS:**

A. WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement, dated July 1, 2023 (the “Lease”), for certain premises (the “Premises”) legally described in Exhibit A to the Lease and incorporated herein; and

B. WHEREAS, the parties desire to amend the Lease on the terms and conditions as set forth below, with all other terms of the Lease otherwise remaining the same.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**Section 1** of the Lease is revised and shall now read as follows:

**Term.** The initial term of this Lease shall commence effective as of July 1, 2023 (the “**Commencement Date**”) provided that the Lease is fully signed and Lessor has delivered exclusive possession of the Premises to Lessee, and shall run concurrent with the Charter Contract with Central Michigan University and shall expire on the same date the Charter Contract with Central Michigan University shall expire. If, for any reason, the Tenant’s Charter Contract with Central Michigan University is terminated, this Lease shall be terminated without penalty for early termination as of the effective date of the termination of the Tenant’s contract and, thereafter, the Tenant shall have no further obligation to Landlord under this Lease.

**Section 23** of the Lease is revised and shall now read as follows:

**Compliance with Laws and Central Michigan University Agreements.** The parties recognize that the Tenant is a Public School Academy chartered by Central Michigan University and, as such, is subject to part 6A of the Revised School Code (“the Code”) and the Contract to Charter a Public School Academy and Related Documents between the Tenant and Central Michigan University dated July 1, 2019 (“the Contract”). Accordingly, in the event of any conflict between the terms and conditions of this Lease and the Code or the Contract, the Code or Contract, as the case may be, shall be controlling, and this Lease shall be deemed to be amended to the extent necessary to comply with the applicable requirements with the Code of theContract; provided, however, that any capital or operating expenditures required in order to achieve such compliance shall be borne by the Tenant.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Amendment as of the date first above written.

**LANDLORD:**

**MICHIGAN CREATIVE INVESTMENT, LLC,**

By:   
Raed Issa  
Its: Member

**TENANT:**

**RIVERSIDE ACADEMEY**

By: *Hassan Dakroub*  
DR. HASSAN DAKROUB  
Its: Board President

4875-3985-1889 v1 [41050-1]

Title	RAE First Amendment to Lease 7-1-23
File name	RAE First Amendme... Lease 7-1-23.pdf
Document ID	e0314afa159e594ac3bdd0f45945b82ecd1c3bf5
Audit trail date format	MM / DD / YYYY
Status	● Signed

### Document History



**09 / 12 / 2023**  
18:23:48 UTC

Sent for signature to Dr. Hassan Dakroub (dakroubh@gee-edu.com) from davillierh@gee-edu.com  
IP: 75.75.215.186



**09 / 12 / 2023**  
20:32:34 UTC

Viewed by Dr. Hassan Dakroub (dakroubh@gee-edu.com)  
IP: 74.199.72.36



**09 / 12 / 2023**  
20:33:49 UTC

Signed by Dr. Hassan Dakroub (dakroubh@gee-edu.com)  
IP: 74.199.72.36



**09 / 12 / 2023**  
20:33:49 UTC

The document has been completed.

## LEASE

**THIS LEASE**, is by and between Michigan Creative Investment, LLC, whose address is 341 E Huron, Ann Arbor, MI 48104 ("Landlord") and Riverside Academy, a Michigan non-profit corporation, whose address is 7124 Miller Road, Dearborn, Michigan 48126 ("Tenant") with respect to the Premises as defined below.

### WITNESSETH:

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, hereby leases to the Tenant the building and grounds located at 7124 Miller Road (Parcel ID # 82 10 082 01 002), 7115 Manor Road (Parcel ID# 82 10 082 01 013), 7114 Miller Road (Parcel ID# 82 10 082 01 003), 7050 Miller Road (Parcel ID# 82 10 082 01 004) and 10845 West Warren Avenue (Parcel ID# 82 10 082 01 001), all mentioned properties are in Dearborn, Michigan 48126 (the 'Premises'). Attached as Exhibit A are images of the Premises.

1. **Term.** The initial term of this Lease shall commence effective as of July 1, 2023 (the "**Commencement Date**") provided that the Lease is fully signed and Lessor has delivered exclusive possession of the Premises to Lessee, and shall run concurrent with the Charter Contract with Central Michigan University and shall expire on the same date the Charter Contract with Central Michigan University shall expire. If, for any reason, the Tenant's Charter Contract with Central Michigan University is terminated, this Lease shall be terminated as of the effective date of the termination of the Tenant's contract and, thereafter, the Tenant shall have no further obligation to Landlord under this Lease.

2. **Rent.** Tenant shall pay to Landlord as base rent for the Premises Fifty Five Thousand Dollars (\$55,000) per month, due on the 1st day of each month for that month without any prior demand, for the Lease Term.

3. **Real Estate Taxes and Insurance.** Tenant shall pay, as additional rent, the real estate taxes (and any equivalent charges imposed by governmental authorities) and the premiums for property damage and general liability insurance coverage for the Premises (the "Additional Rent"). Tenant shall pay the Additional Rent as the Landlord is invoiced from the Payee's of the taxes and premiums due. Any overpayment of such amounts by Tenant shall be credited against the next accruing installments of additional rent payments.

4. **Taxes on Tenant's Property.** Tenant shall be responsible for and shall pay when due all taxes and all fees and charges assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon or about the premises by Tenant.

5. **Operating Expense.** Tenant shall pay Operating Expenses. The term "Operating Expense" shall include the following costs by way of illustration, but not limitation: the costs of wages, materials and services for the operation, repair, replacement and maintenance of the

building, common area expenses, including utilities, now removal, trash removal, maintenance and gardening, but shall not include alterations and depreciation.

The forgoing notwithstanding, the Tenant shall be responsible for keeping the sidewalk in front of the Premises in a safe and clean condition, free and clear of snow, ice, dirt, and debris, together with any portion of the building and common areas immediately adjacent to the Premises.

**6. Indemnification.** To the extent permitted by law, the Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about the Premises from any cause whatsoever, except for damages that directly result from the Landlord's gross negligence or willful misconduct. Tenant shall maintain liability and property damage insurance coverage having limits of coverage as may be required by Landlord. All such liability policies shall name Landlord as an additional loss payee. Tenant shall provide Landlord with a copy of the certificate of insurance for each such policy.

**7. Assignment.** The Tenant shall not assign this Lease or sublet the Premises or any part thereof without the written consent of the Landlord, which consent shall not be unreasonably withheld, provided that Tenant remains liable under the terms of this Lease. Landlord may condition its approval of an assignment or sublease upon the provision by the proposed assignee or subtenant of financial and other written information confirming that person's ability to perform its obligations under this Lease or any proposed sublease. Any assignment or subletting without said written consent shall give the Landlord the right to terminate this Lease and to re-enter and re-possess the Premises.

**8. Use and Occupancy.** It is understood and agreed between the parties that the Premises shall be used and occupied as a K-12 educational facility and for no other purpose or purposes without the written consent of the Landlord, that the Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation and, on any breach of this Section, the Landlord may, at its option, terminate this Lease forthwith and re-enter and re-possess the Premises.

**9. Casualty.** If the Premises are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord, to the extent of insurance proceeds and subject to the requirements of the mortgagee, will repair and restore the same to good tenantable condition with reasonable dispatch. The rent herein provided for shall abate entirely in case the entire premises are untenable and shall be prorated for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust its own insurance or to remove its damaged goods, equipment or property within a reasonable time and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay; and provided, further, that if the Tenant shall use any part of the leased premises for storage during the period of repair, a reasonable charge shall be made therefor against the Tenant; and provided, further, that in case more than half of the Premises are destroyed during the last two (2) years of the Lease Term, either party may terminate this Lease, effective upon written notice to the other party.

10. **Repairs and Alterations.** The Tenant will, at its own expense, keep the Premises including without limitation, ceiling walls, foundation, electrical, plumbing and HVAC systems, in good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof excepted. The Tenant shall not make any alterations, additions or improvements to the Premises without the Landlord's prior written consent, and all alterations, additions or improvements made by either of the parties upon the Premises, except movable furniture and trade fixtures put in at the expense of Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the Premises at the termination of this Lease, without molestation or injury, or, at the option of the Landlord, all or any part shall be removed by Tenant at Tenant's expense, and without injury to the Premises. Tenant shall submit to Landlord for approval detailed written plans for any improvement Tenant wishes to make to the Premises. Landlord shall use commercially reasonable efforts to review any such plans within five (5) business days after Tenant has delivered them to Landlord for review.

11. **Eminent Domain.** In the event the Premises or a substantial part thereof shall be taken under the power of eminent domain, then this Lease shall be void and the term above-demised shall cease and terminate as of the date that possession thereof is required for public use. In the case of a nonsubstantial taking, the Lease shall continue and a pro rata portion of the rental abated. The entire compensation award for such taking as to both leasehold and reversion shall belong to the Landlord without any deduction therefrom for any present or future estate of the Tenant. Tenant shall, however, be entitled to claim, prove and receive in such proceeding such award as may be allowed for fixtures and other equipment installed by it, loss of business and moving expenses, but only if such award shall be in addition to the award for the land and building.

12. **Care of Premises.** The Tenant shall not perform any acts or carry on any practices which may injure the building or is a nuisance or menace to its neighbors and shall keep the Premises clean and free from rubbish and dirt at all times. The Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

13. **Holding Over.** It is hereby agreed that in the event of the Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and rent shall be at 1.25 times the monthly rental rate during the last month of the preceding term.

14. **Water, Heat and Electricity.** The Tenant will pay all charges to the Premises for water, heat, electricity and any other utilities during the continuance of this Lease, as the same shall become due. Tenant shall be responsible for the adequacy of water, sewer, HVAC, electrical service and lighting in the Premises.

15. **Signs.** Tenant may install one or more signs on the exterior of the Premises, so long as such signs advertise only the business conducted by Tenant and so long as such signs comply with applicable sign codes.

16. **Access to Premises.** The Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises. If the Landlord deems any repairs necessary, it may demand that the Tenant make the same. If the Tenant refuses or neglects forthwith to commence such repairs and complete them with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If the Landlord makes or causes to be made such repairs, the Tenant agrees that it will on demand pay to the Landlord the cost thereof with interest at seven (7%) percent per annum, and if it shall default in making such payment, the Landlord shall have the remedies provided herein for a default in payment of rent.

17. **Quiet Enjoyment.** The Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the Premises for the term stated in Section 1.

18. **Default.** The following shall be defaults by the Tenant:

- (a) The Tenant shall fail to pay within seven (7) business days of its due date any rental or other sum of money becoming due hereunder, or if Tenant pays any amount due hereunder later than its due date on two consecutive occasions or three times in any 12 month period, or shall continue to use the Premises in violation of a health ordinance or so as to void the certificate of occupancy or insurance on the Premises;
- (b) The Tenant shall fail to perform any other covenant of this Lease within fifteen (15) business days after written notice from Landlord;
- (c) The Tenant shall become insolvent or be adjudicated bankrupt or file in any court a petition in bankruptcy or other debtor proceedings or shall make an assignment for the benefit of creditors or petition for or enter into an arrangement with creditors;
- (d) The Tenant shall file or have filed against Tenant a petition for the appointment of a receiver or trustee for all or substantially all of the assets of the Tenant, and such appointment shall not be vacated or set aside within twenty (20) days from the date of such appointment;
- (e) The Tenant suffers the Lease to be taken or encumbered under any legal process and such taking or encumbrance is not dissolved within twenty (20) days; or
- (g) The Tenant ceases the operation of its business for 30 consecutive days.

Notwithstanding any other provision of this Lease, if the Tenant defaults under this Lease as a result of the negligence or willfull misconduct of Landlord or the Tenant's educational service provider, the Tenant shall be extended such additional time as shall be required to secure the funding necessary to cure the default; provided, however, that the Tenant exercises reasonable efforts to secure such funding. If the Tenant is unable to cure such a default, either party may terminate this Lease effective at the end of the school year (June 30<sup>th</sup>) in which the default occurs.

19. **Remedies.** Upon the Tenant's default, the Landlord may, in addition to any other right or remedy it may enjoy:

- (a) Terminate this Lease immediately upon the giving of notice to the Tenant;
- (b) If default consists in whole or in part of the Tenant's failure to expend funds, make the necessary expenditures for the account of the Tenant who shall reimburse the Landlord therefor with interest at the maximum legal rate from the date of expenditure; or
- (c) Terminate the Tenant's right to possession of the leased premises without terminating the term of this Lease, immediately upon the giving of notice to the Tenant.

Upon termination of this Lease for any reason or by any means or upon termination of the Tenant's right of possession as provided above, the Tenant shall promptly surrender possession to the Landlord and vacate the Premises, and the Landlord may re-enter the Premises and expel the Tenant or anyone claiming an interest in the Premises under the Tenant and remove the property of any of them without notice, formal claim or process, the Landlord being absolved of any liability or claim for damages in doing anything reasonably necessary or appropriate in connection therewith. If the Landlord elects to terminate the Tenant's right of possession without terminating the term of this Lease, the Landlord may, at his option, lease or sublet all or any part of the Premises for the account of the Tenant on such terms and conditions and for a term longer or shorter than the unexpired term of this Lease as the Landlord may elect and collect from the Tenant any balance remaining due on the rent or other obligations payable by the Tenant under this Lease. The Tenant shall pay the Landlord, upon written demand, all expenses of reletting, including, without limitation, broker's fees and attorney fees.

20. **Notices.** Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at its last known post office address or at the Premises and deposited in the mail with postage prepaid; if such notice to the Landlord is in writing, addressed to the last known post office address of the Landlord and deposited in the mail with postage prepaid.

21. **Waiver of Subrogation.** Each party releases the other and any officer, agent, employee or representative of the other from all liability arising from any fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is

carried by the injured party to the extent of any recovery by the injured party under the insurance.

22. **Renewal Options.** Provided Tenant is not in material default under this Lease on the last day of the initial or any renewal term, this Lease will automatically renew for successive one year terms, unless Tenant gives Landlord written notice of its intention not to renew this Lease no less than 90 days prior to the end of the original or applicable renewal term. The terms of this Lease shall remain in effect during any renewal term, except that the amount of monthly rent shall increase 3% during each renewal term.

23. **Compliance with Laws and Central Michigan University Agreements.** The parties recognize that the Tenant is a Public School Academy chartered by Central Michigan University and, as such, is subject to part 6A of the Revised School Code (“the Code”) and the Contract to Charter a Public School Academy and Related Documents between the Tenant and Central Michigan University dated July 1, 2017 (“the Contract”). Accordingly, in the event of any conflict between the terms and conditions of this Lease and the Code or the Contract, the Code or Contract, as the case may be, shall be controlling, and this Lease shall be deemed to be amended to the extent necessary to comply with the applicable requirements with the Code of the Contract; provided, however, that any capital or operating expenditures required in order to achieve such compliance shall be borne by the Tenant.

24. **Non-Liability for Certain Damages.** The Landlord shall not be responsible or liable to the Tenant for any loss of damage that may be occasioned by or through the acts or omission of students, employees, invitees, or visitors within the building, or persons occupying adjoining premises or any part of the Premises adjacent to, or connected with, the Premises or any part of the building of which the Premises are a part or for any loss damage resulting to the Tenant or his property from bursting, stoppage or leaking water, gas, sewer or steam pipes.

25. **Termination.** Tenant shall have an ongoing right to terminate this Lease if the school district (and all other applicable governmental bodies having jurisdiction over Tenant or the school) including its respective assigns or successors, the State of Michigan, the authorizer of the Tenant’s (including its successors and assigns) school’s, or Tenant’s right to operate a school (collectively, the “Authorizer”), suspends, revokes, limits, conditions, fails to renew, or takes any other action so that Tenant’s (including its successors and assigns) right to operate a school is suspended, revoked, non-renewed, substantially limited or conditioned as to make Tenant’s business unviable, voided or terminated. If Tenant’s authorization or charter contract is revoked, suspended, terminated, substantially modified, or otherwise non-renewed, this Lease shall automatically terminate effective as of the date of such action, and be of no further force and effect.

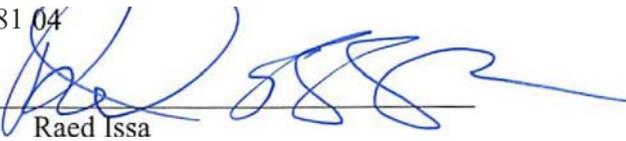
26. **Amendment Caused By Academy Site Closure or Reconstitution.** In the event that the Tenant is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and Section 10.4 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease

Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Tenant, and the Lessor shall have no recourse against the Tenant or the University Board for implementing such site closure or reconstitution.

IN WITNESS hereof, the parties have executed this Lease as of the day and year first above written

**"Landlord"**

Michigan Creative Investment, LLC,  
whose address is Huron, Ann Arbor,  
MI 48104

By:   
Raed Issa  
Its: Member

**"Tenant"**

Riverside Academy, a Michigan non-profit  
corporation, whose address is 7124  
Miller Road, Dearborn, Michigan 48126

By: Hassan Dakroub  
Its: Board President

Title	RAE Lease 7-1-23
File name	6-23 RAE New Lease.pdf
Document ID	521b69db498f8badf1901f46d4a4cc19a279914a
Audit trail date format	MM / DD / YYYY
Status	● Signed

### Document History



**07 / 18 / 2023**  
17:09:06 UTC

Sent for signature to Dr. Hassan Dakroub (dakroubh@gee-edu.com) from davillierh@gee-edu.com  
IP: 75.75.215.186



**07 / 18 / 2023**  
18:48:18 UTC

Viewed by Dr. Hassan Dakroub (dakroubh@gee-edu.com)  
IP: 74.199.72.36



**07 / 18 / 2023**  
18:48:41 UTC

Signed by Dr. Hassan Dakroub (dakroubh@gee-edu.com)  
IP: 74.199.72.36



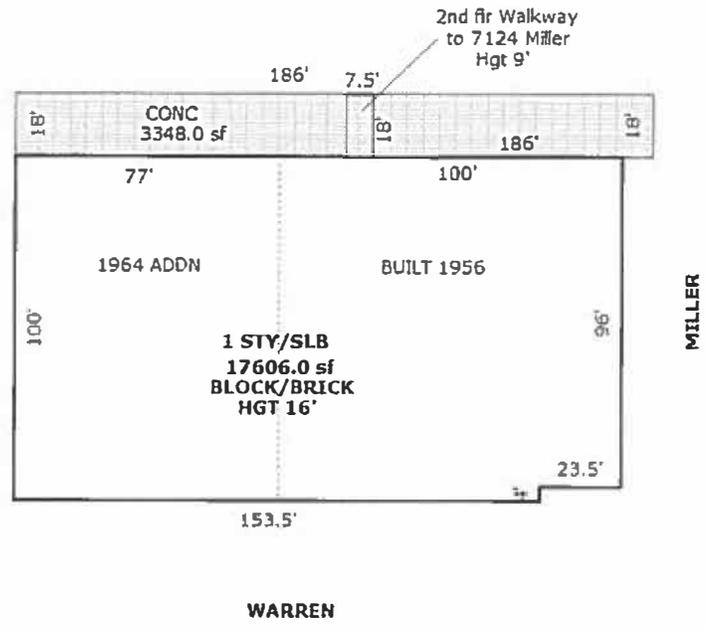
**COMPLETED**

**07 / 18 / 2023**  
18:48:41 UTC

The document has been completed.

Exhibit A

Image/Sketch for Parcel: 82 10 082 01 001



Sketch by Apex Sketch

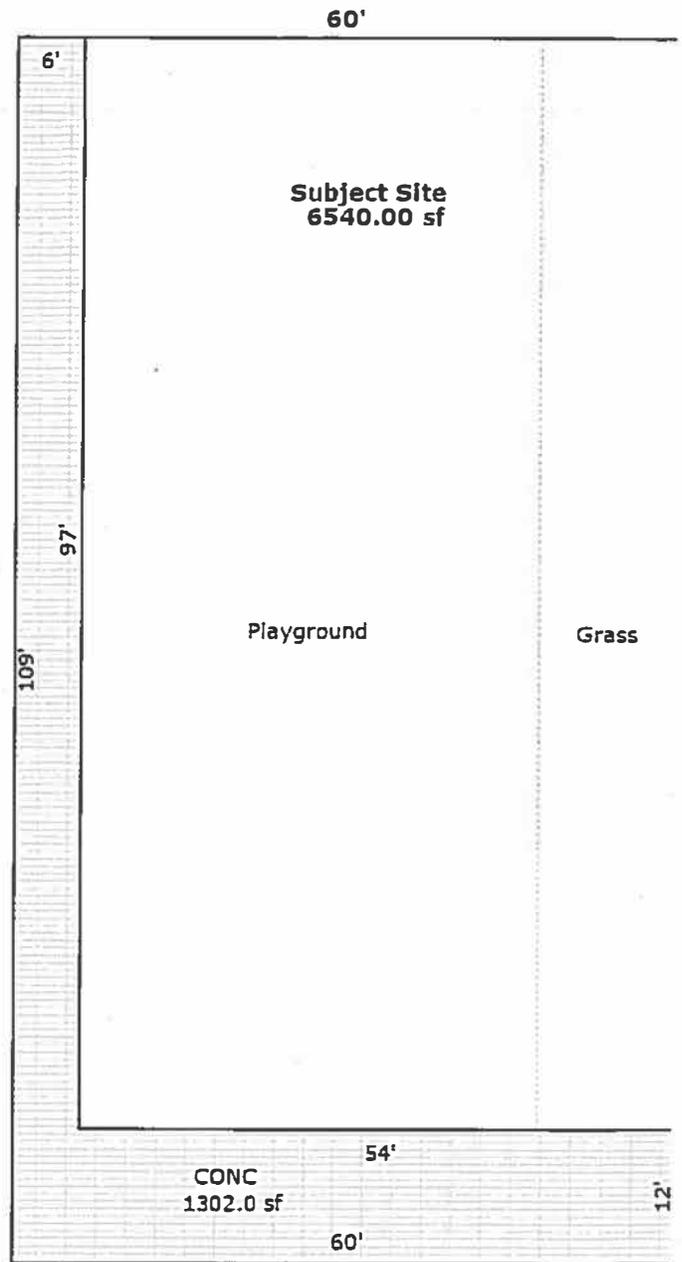
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Commonly known as 10845 Warren, Dearborn, MI 48126

Exhibit A

Image/Sketch for Parcel: 82 10 082 01 013



Sketch by Apex Sketch

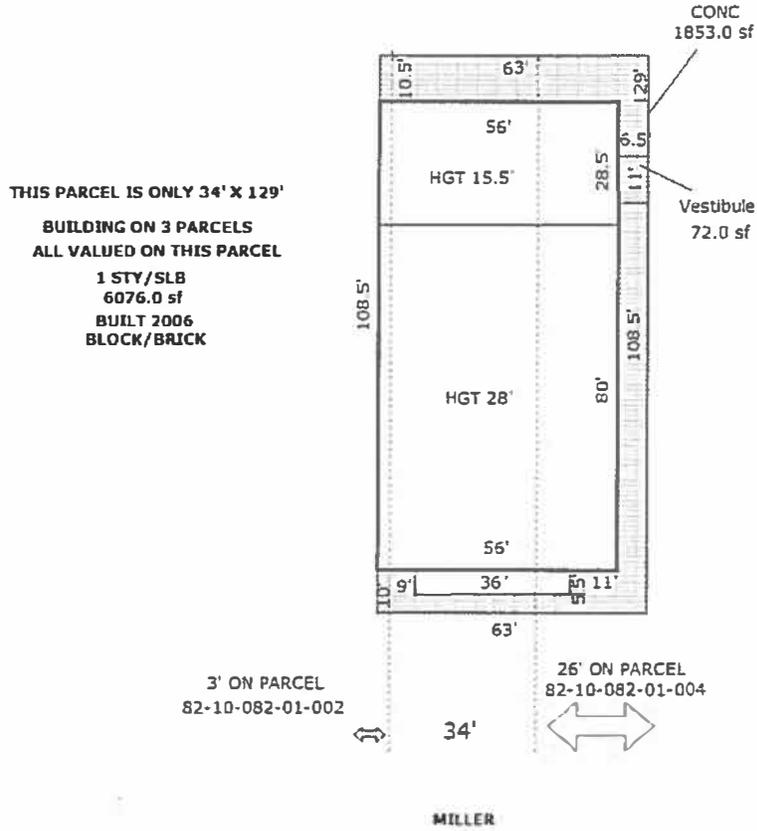
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Commonly known as 7115 Manor Road, Dearborn, MI 48126

Exhibit A

Image/Sketch for Parcel: 82 10 082 01 003



Sketch by Apex Sketch

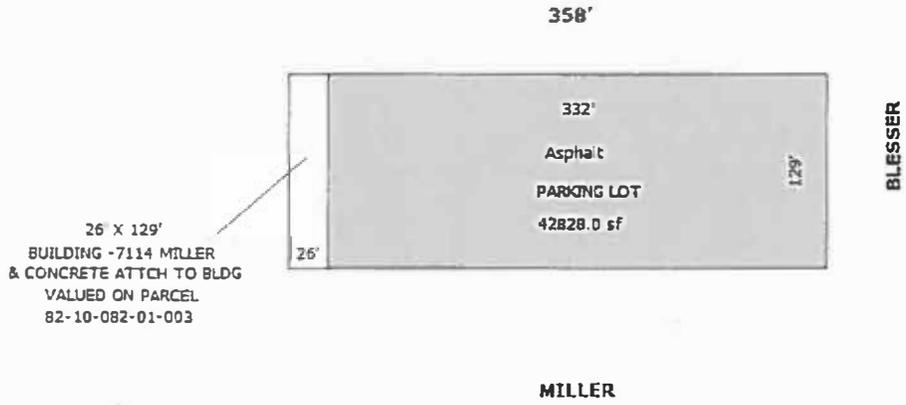
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Commonly known as 7114 Miller Avenue, Dearborn, MI 48126

Exhibit A

Image/Sketch for Parcel: 82 10 082 01 004



Sketch by Apex Sketch

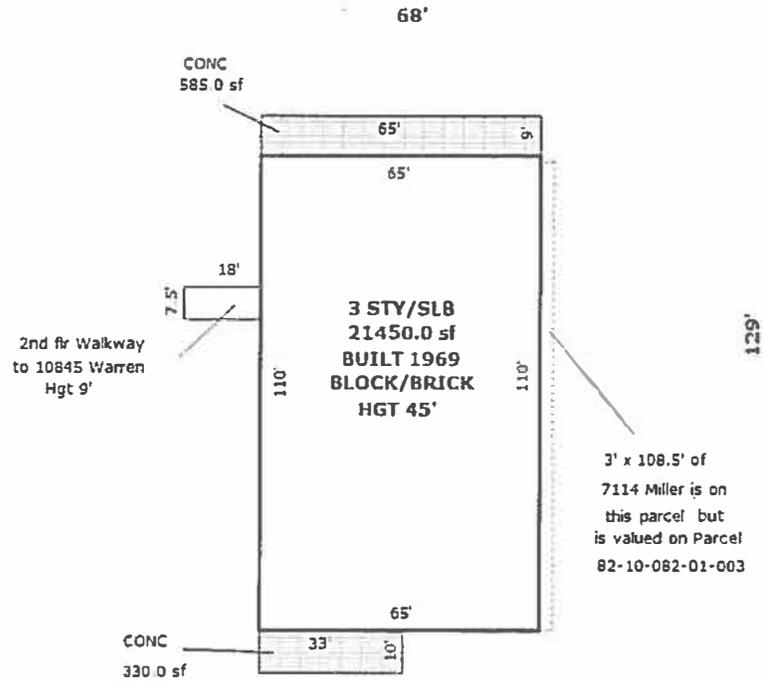
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Commonly known as 7050 Miller, Dearborn, MI 48126

Exhibit A

Image/Sketch for Parcel: 82 10 082 01 002



MILLER

Sketch by Apex Sketch

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Commonly known as 7124 Miller Avenue, Dearborn MI 48126

Received 9/9/2003 10:10:36 AM By: LA

Bureau of Construction Codes &  
Fire Safety  
P.O. Box 30700  
Lansing, MI 48909-8200  
www.michigan.gov

DEPARTMENT OF CONSUMER & INDUSTRY SERVICES  
**INSPECTION REPORT**

FACILITY NAME Riverside Academy	INSPECTION DATE 8-5-03	COUNTY Wayne	PROJECT 0000-02
ADDRESS 7124 Miller Drive	FACILITY TYPE School-Charter	RULES/CODES School - 99	JOB/IO/FAC. NO.
CITY, STATE ZIP CODE Dearborn, MI 48126	FACILITY REPRESENTATIVE Mohamad Issa		INSPECTION TYPE Re-Check Final
FACILITY PHONE	PHONE 2	FACILITY FAX	

## Re: Riverside Academy

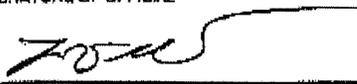
A recheck fire safety inspection was completed this date. Deficiencies noted in prior inspection reports have been satisfactorily corrected. This report may be considered as final approval of this project.

OFS-12A's  
8/6/03 Hood Suppression  
3/26/03 Sprinkler  
8/1/03 Fire Alarm

Riverside Academy  
7124 Miller Drive  
Dearborn, MI 48126

Mohamad Issa  
734-862-7758

Dearborn Fire Dept.

FIRE SAFETY CERTIFICATION <b>Approved</b>	PROJECT STATUS <b>Closed</b>	REVIEWED BY
INSPECTING OFFICIAL <b>Larry DeWachter</b>	ADDRESS 24155 Drake Road Farmington, MI 48355	
SIGNATURE OF OFFICIAL 	TELEPHONE 248-888-8761	
	FAX 248-888-8760	
	E-MAIL ldewac@michigan.gov	
The Department of Consumer & Industry Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.		Authority: PA207 of 1941, as amended Completion: Required Penalty: Misdemeanor

BCCF8-40 (Rev. 8/03)

Distribution: Architect, BHS/BRS/Ed, Facility, File, Local Fire Department, BCCF8

Page 1 of 1

RECEIVED 01-05-06 BY: L.A.

## CERTIFICATE OF USE AND OCCUPANCY

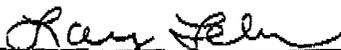
### PERMANENT

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. LB022155  
Riverside Academy East  
10845 Warren Avenue  
Dearborn, Michigan  
Wayne County

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

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

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

December 22, 2005

RECEIVED 09-01-06 BY: L.A.

# 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. LB023980  
Riverside Academy  
7124 Miller Drive  
Dearborn, Michigan  
Wayne County

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

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



August 31, 2006

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

RECEIVED 09-22-06 BY:L.A.

# 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. LB022825  
Riverside Academy  
7124 Miller Drive  
Dearborn, Michigan  
Wayne County**

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

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



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

**September 20, 2006**

# CERTIFICATE OF USE AND OCCUPANCY

## PERMANENT

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

Building Permit: B030660  
Riverside Academy  
7124 Miller Road  
Dearborn, Michigan  
Wayne County

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

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

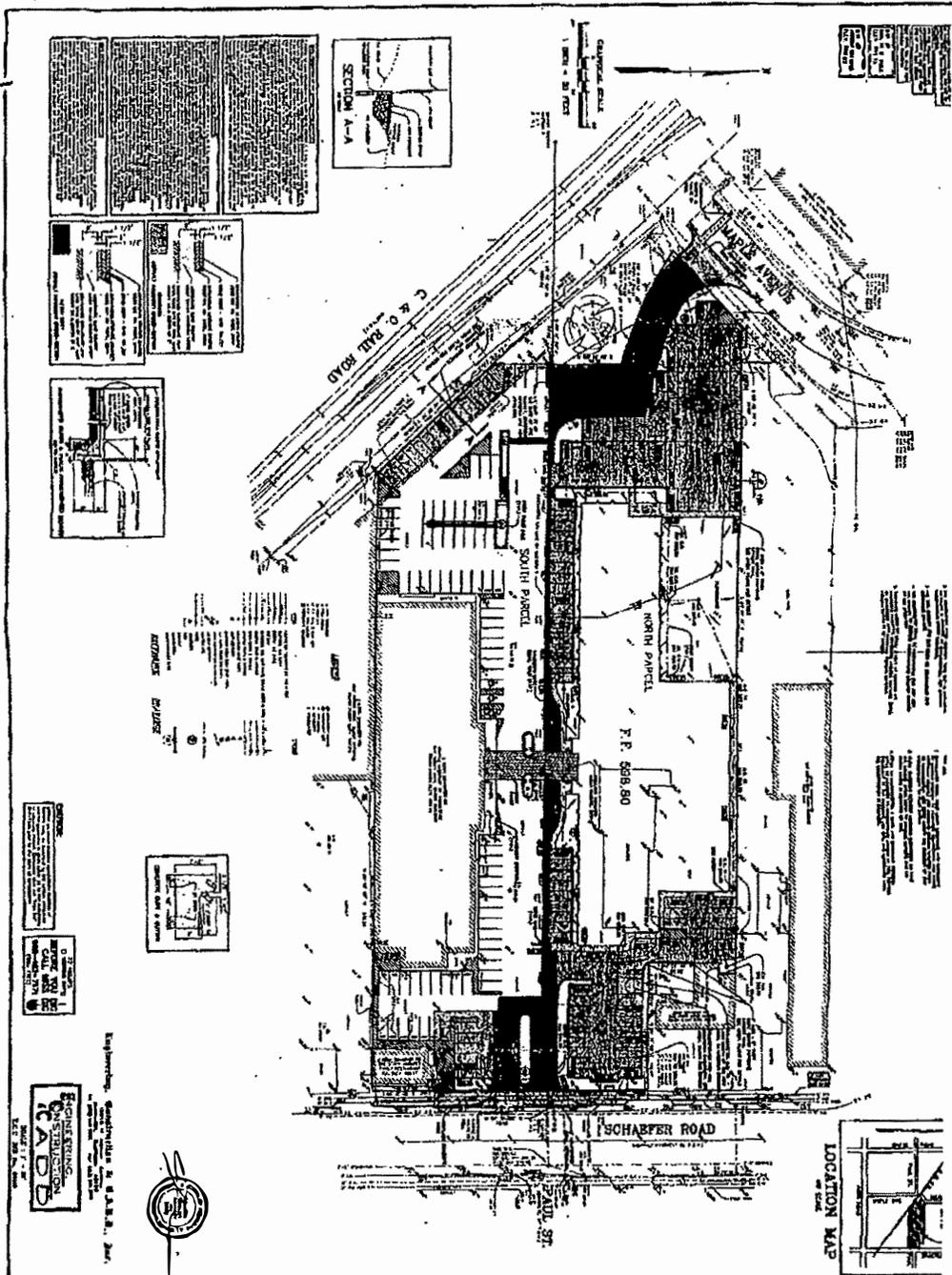


\_\_\_\_\_  
Larry Lehman, Chief  
Charles E. Curtis, Assistant Chief  
Building Division

January 11, 2011

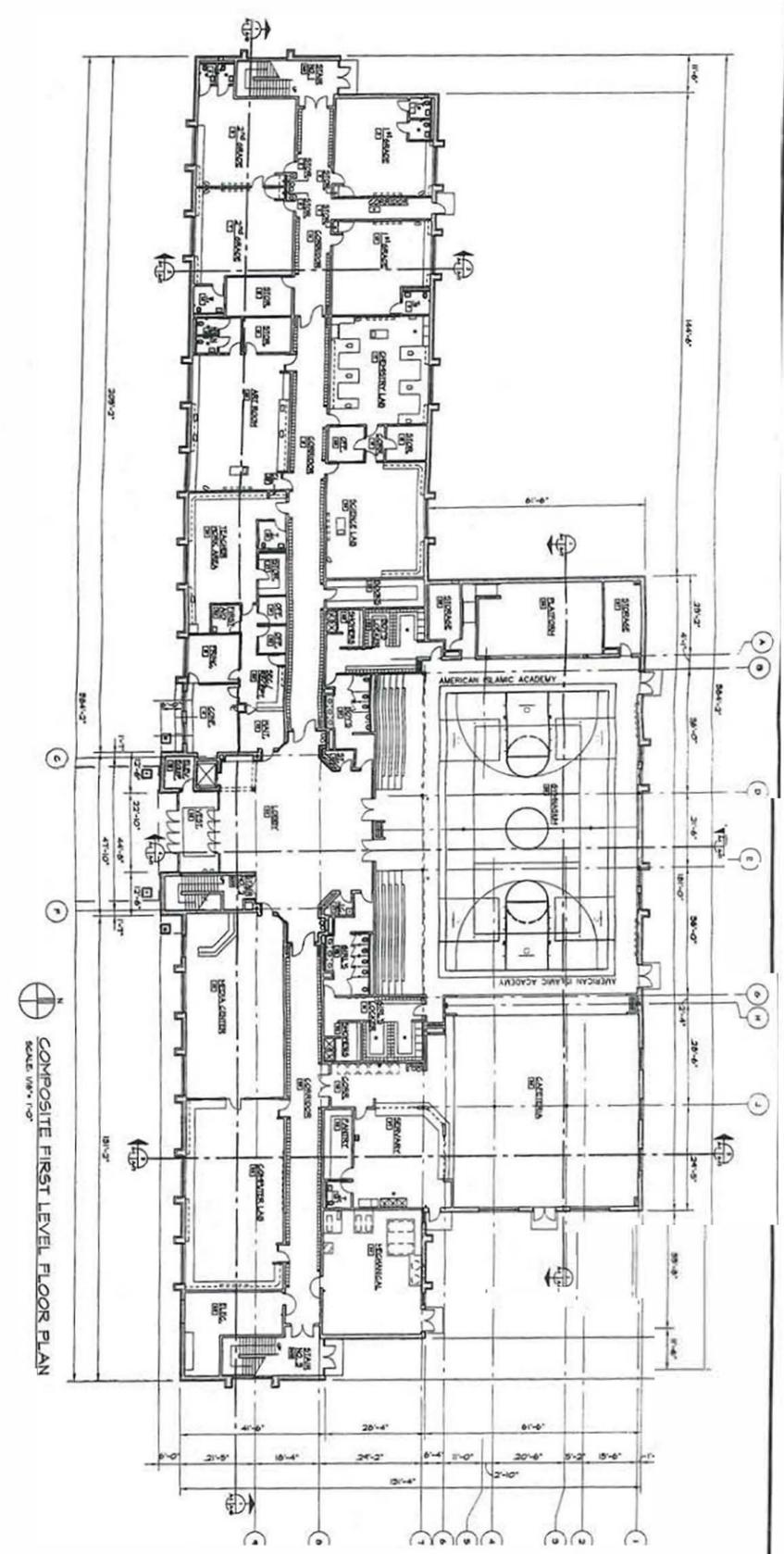
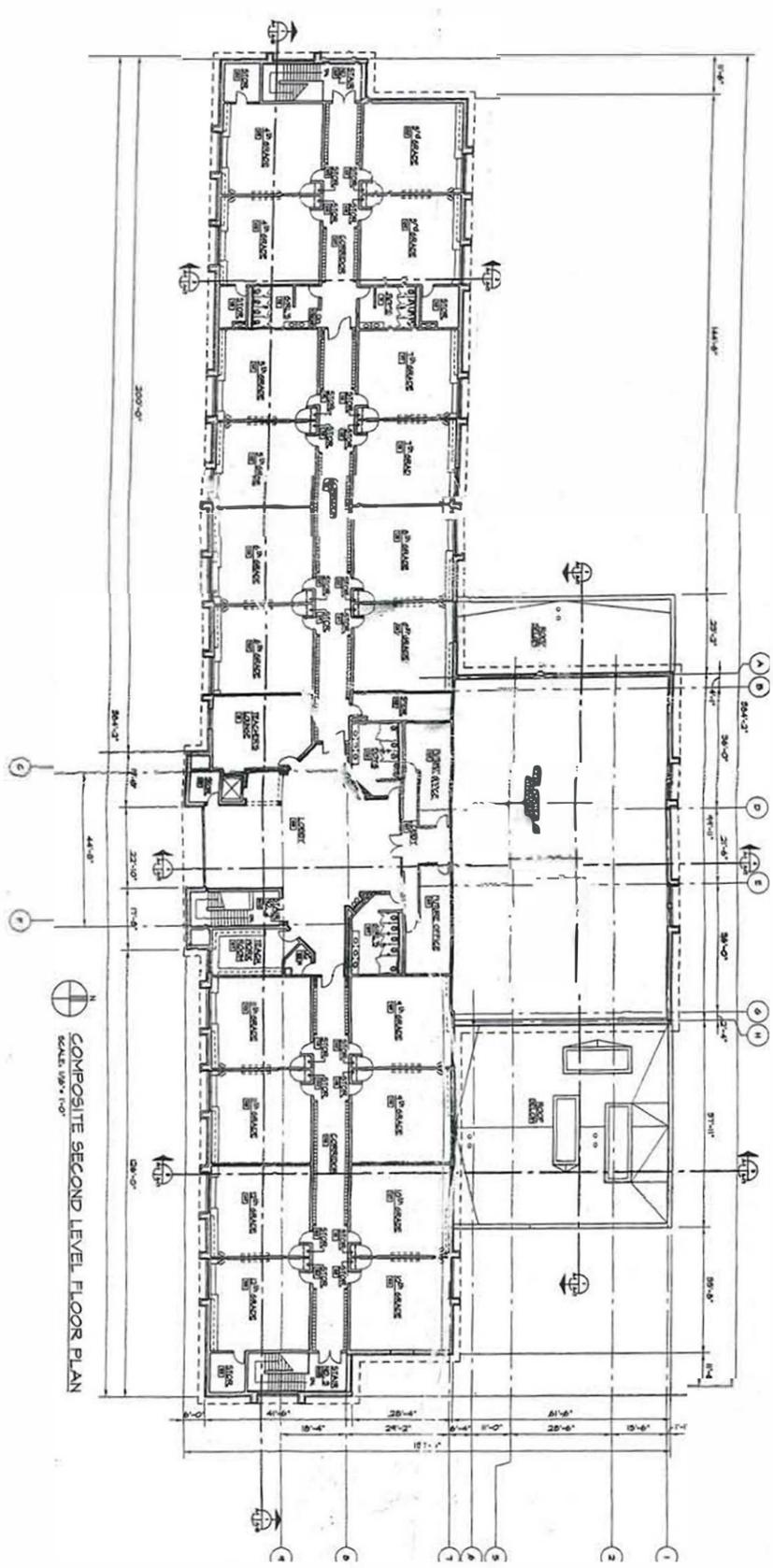
Riverside Academy – West Campus

6409 Schaefer Rd.  
Dearborn, MI 48126



**COGILLARD/DUNDON/PETERSON AND ARGENTA ARCHITECTS-ENGRS**  
 5800 TOWN CENTER - SUITE 1016, BOSTONVILLE, OHIO 44024

SHEET NO. <b>CA</b>	PROJECT NUMBER <b>10-441</b>	DATE <b>10/1/80</b>	DRAWING TITLE <b>GRADING &amp; PAVING PLAN</b>	PROJECT NO. & NAME <b>AMERICAN ISLANDS INSTITUTE          ISLANDS AND TIDE OF ROCKLEDGE          GRADING PLAN AND</b>	DESIGNER DATE CHECKED DATE APPROVED DATE	DRAWN BY DATE CHECKED DATE APPROVED DATE
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**COQUILLARD/OUNDON/PETERSON AND ARGENTA ARCHITECTS-ENGINEERS**  
3000 TOWN CENTER • SUITE 1015, SOUTHFIELD, MICHIGAN 48076

DRAWING NO. A-1	PROJECT NUMBER 98-444		DRAWING TITLE COMPOSITE FLOOR PLANS	PROJECT AND CLIENT AMERICAN ISLAMIC ACADEMY ISLAMIC INSTITUTE OF KNOWLEDGE DEARBORN, MICHIGAN	DRAWING RECORD						
					IN CHARGE MS	DATE 07-14	ISSUED FOR REV. 1	BY MS	DATE 07-14	ISSUED FOR REV. 1	BY MS
					DRAWN BY MS	DATE 07-14	ISSUED FOR REV. 1	BY MS	DATE 07-14	ISSUED FOR REV. 1	BY MS
					CHECKED BY MS	DATE 07-14	ISSUED FOR REV. 1	BY MS	DATE 07-14	ISSUED FOR REV. 1	BY MS
					DATE 07-14	ISSUED FOR REV. 1	BY MS	DATE 07-14	ISSUED FOR REV. 1	BY MS	

## AMENDMENT TO SUBLEASE AGREEMENT

**THIS AMENDMENT TO SUBLEASE AGREEMENT** ("Fourth Amendment") is dated effective as of the 1<sup>st</sup> day of July, 2020 ("Effective Date"), by and between **GLOBAL VISION LAND, LLC** a Michigan limited liability company (the "Lessor"), and **RIVERSIDE ACADEMY** a Michigan public school academy (the "Lessee").

### RECITALS:

A. Lessor and Lessee previously entered into a Sublease Agreement effective September 1, 2006 (the "Original Sublease"), for rentable space for portions of the land, building and related improvements located at 6409 Schaefer Rd., Dearborn, MI 48126. Lessor and Lessee entered into an Extension of Sublease Term agreement effective September 1, 2016 ("Sublease Extension", and together with the Original Sublease, the "Sublease Agreement").

B. Lessor and Lessee desire to amend the Sublease Agreement as more particularly set forth herein (the capitalized terms used herein but not defined herein having the meanings given to them in the Sublease Agreement). All references to the "Sublease Agreement" contained in the Sublease Agreement shall be deemed to mean the Sublease Agreement, as amended by this Amendment.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Sublease Agreement, and intending to be legally bound hereby, agree that, effective as of the September 1, 2017 ("Effective Date"), the Sublease Agreement is hereby amended as follows:

1. Paragraph 1 of the Sublease Agreement shall be deleted in its entirety and replaced with the following:

1. **Sublease and Term.** Global Vision Land, LLC subleases to the Academy the Premises identified in the Master Lease, together with any leasehold improvements to be constructed by Global Vision Land, LLC on the terms and conditions set forth below. This Sublease shall be deemed effective September 1, 2017 and shall be terminated July 31, 2028, subject to earlier termination as provided herein.

2. Paragraph 5 of the Sublease Agreement shall be deleted in its entirety and replaced with the following:

5. **Extension and Termination.** Following the term as set forth in this Agreement, the parties may agree to extend the term for an additional term upon express written agreement between the parties. If, for any reason, the Academy's contract with CMU is terminated, this Sublease shall be terminated as of the effective date of the termination of the Academy's contract with CMU and

thereafter the Academy shall have no further obligation to Global Vision Land, LLC under this Sublease.

3. Lessor and Lessee hereby ratify and confirm all of the terms, covenants and conditions of the Sublease Agreement, and this Amendment does not, except as specifically indicated in this Amendment, supersede any terms of the Sublease Agreement. Except as modified by this Amendment, all of the otherwise existing terms, covenants and conditions of the Sublease Agreement shall remain unchanged and in full force and effect.

4. This Amendment may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

5. This Amendment shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns.

6. Each party executing this Amendment hereby represents and warrants to the other that it has full authority and right to execute this Amendment.

7. This Amendment shall be contingent upon the non-disapproval of Lessee's authorizer to the extent such non-disapproval is required under the law or Lessee's charter contract.

8. This Amendment shall be contingent upon the execution of an extension of the Master Lease between Lessor and the Islamic Institute of Knowledge ("IIK") that was effective September 1, 2006 ("Master Lease"), or a new Master Lease between Lessor and IIK for the Premises, for a term that is not inconsistent with the term of this Amendment, and with terms and conditions that are substantially similar to the Master Lease and that are acceptable to Lessee, in the sole opinion of Lessee.

9. Entire Agreement. The Sublease Agreement and this Amendment contain the entire agreement between the parties hereto with respect to the subject matter of this Amendment, and supersedes all prior understandings, agreements, and representations, if any, with respect to the subject matter. The lease may be further amended from time to time upon written agreement of the parties.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, Lessor and Lessee have executed this Amendment as of the Effective Date.

**LESSOR:**

**GLOBAL VISION LAND, L.L.C.**

By:   
Name: Dr. Said Issa  
Its: \_\_\_\_\_

**LESSEE:**

**RIVERSIDE ACADEMY**

By:   
Name: Dr. Hassan Dakroub  
Its: \_\_\_\_\_

<b>TITLE</b>	RA 4th Amendment-Sublease
<b>FILE NAME</b>	4th Amendment RAW-Global Vision.DOC
<b>DOCUMENT ID</b>	6f5e990bc7e0b81827b2137cde924fb7c81844f4
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Completed

## Document History



SENT

**03 / 10 / 2021**

00:26:32 UTC

Sent for signature to Dr. Said Issa (said@gee-edu.com) and Dr. Hassan Dakroub (dakroubh@gee-edu.com) from davillierh@gee-edu.com  
IP: 108.228.212.154



VIEWED

**03 / 10 / 2021**

16:08:42 UTC

Viewed by Dr. Said Issa (said@gee-edu.com)  
IP: 174.230.3.28



SIGNED

**03 / 10 / 2021**

16:09:24 UTC

Signed by Dr. Said Issa (said@gee-edu.com)  
IP: 174.230.3.28



VIEWED

**03 / 10 / 2021**

22:43:50 UTC

Viewed by Dr. Hassan Dakroub (dakroubh@gee-edu.com)  
IP: 68.40.154.245



SIGNED

**03 / 10 / 2021**

22:44:16 UTC

Signed by Dr. Hassan Dakroub (dakroubh@gee-edu.com)  
IP: 68.40.154.245



COMPLETED

**03 / 10 / 2021**

22:44:16 UTC

The document has been completed.

## AMENDMENT TO SUBLEASE AGREEMENT

THIS AMENDMENT TO SUBLEASE AGREEMENT ("First Amendment") is dated effective as of the 7 day of July, 2017 ("Effective Date"), by and between **MIDWEST CREATIVE INVESTMENTS, L.L.C.**, a Michigan limited liability company (the "Lessor"), and **RIVERSIDE ACADEMY** a Michigan public school academy (the "Lessee").

### RECITALS:

A. Lessor and Lessee previously entered into a Sublease Agreement effective September 1, 2006 (the "Original Sublease"), for rentable space for portions of the land, building and related improvements located at 6409 Schaefer Rd., Dearborn, MI 48126. Lessor and Lessee entered into an Extension of Sublease Term agreement effective September 1, 2016 ("Sublease Extension", and together with the Original Sublease, the "Sublease Agreement").

B. Lessor and Lessee desire to amend the Sublease Agreement as more particularly set forth herein (the capitalized terms used herein but not defined herein having the meanings given to them in the Sublease Agreement). All references to the "Sublease Agreement" contained in the Sublease Agreement shall be deemed to mean the Sublease Agreement, as amended by this Amendment.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Sublease Agreement, and intending to be legally bound hereby, agree that, effective as of the September 1, 2017 ("Effective Date"), the Sublease Agreement is hereby amended as follows:

1. Paragraph 1 of the Sublease Agreement shall be deleted in its entirety and replaced with the following:

1. **Sublease and Term.** MCI subleases to the Academy the Premises identified in the Master Lease, together with any leasehold improvements to be constructed by MCI, on the terms and conditions set forth below. This Sublease shall be deemed effective September 1, 2017 and shall terminated August 31, 2021, subject to earlier termination as provided herein.

2. Paragraph 5 of the Sublease Agreement shall be deleted in its entirety and replaced with the following:

5. **Extension and Termination.** Following the term as set forth in this Agreement, the parties may agree to extend the term for an additional term upon express written agreement between the parties. If, for any reason, the Academy's contract with CMU is terminated, this Sublease shall be terminated as of the effective date of the termination of the Academy's contract with CMU and thereafter the Academy shall have no further obligation to MCI under this Sublease.

3. Lessor and Lessee hereby ratify and confirm all of the terms, covenants and conditions of the Sublease Agreement, and this Amendment does not, except as specifically indicated in this Amendment, supersede any terms of the Sublease Agreement. Except as modified by this Amendment, all of the otherwise existing terms, covenants and conditions of the Sublease Agreement shall remain unchanged and in full force and effect.

4. This Amendment may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

5. This Amendment shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors and assigns.

6. Each party executing this Amendment hereby represents and warrants to the other that it has full authority and right to execute this Amendment.

7. This Amendment shall be contingent upon the non-disapproval of Lessee's authorizer to the extent such non-disapproval is required under the law or Lessee's charter contract.

8. This Amendment shall be contingent upon the execution of an extension of the Master Lease between Lessor and the Islamic Institute of Knowledge ("IIK") that was effective September 1, 2006 ("Master Lease"), or a new Master Lease between Lessor and IIK for the Premises, for a term that is not inconsistent with the term of this Amendment, and with terms and conditions that are substantially similar to the Master Lease and that are acceptable to Lessee, in the sole opinion of Lessee.

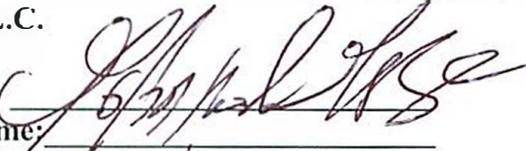
9. Entire Agreement. The Sublease Agreement and this Amendment contain the entire agreement between the parties hereto with respect to the subject matter of this Amendment, and supersedes all prior understandings, agreements, and representations, if any, with respect to the subject matter. The lease may be further amended from time to time upon written agreement of the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the Effective Date.

LESSOR:

MIDWEST CREATIVE INVESTMENTS,  
L.L.C.

By:   
Name: \_\_\_\_\_  
Its: Member

LESSEE:

RIVERSIDE ACADEMY

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

DETROIT 41051-1 1428878v1

## EXTENSION OF SUBLEASE TERM

**Effective as of September 1, 2016**

THIS SUBLEASE EXTENSION AGREEMENT, extending the term of the Sublease between Midwest Creative Investments, L.L.C. (“MCI”) and Riverside Academy (the “Academy”) is made effective as of September 1, 2016 following the expiration of the current Lease term on August 31, 2016.

WHEREAS, MCI entered into a Lease effective September 1, 2006, with the Islamic Institute of Knowledge (“IIK”) for the premises commonly known as 6409 Schaefer Rd, Dearborn, Michigan 48126 (the “Premises”) under which IIK is leasing the Premises to MCI (the “Master Lease”);

WHEREAS, MCI has entered into a Lease Extension Agreement with IIK, effective September 1, 2016 and shall terminate on August 31, 2017;

WHEREAS, MCI and the Academy entered into a Sublease dated September 1, 2006 under which MCI leased the premises at 6409 Schaefer Rd in Dearborn, Michigan (the “Sublease”).

WHEREAS, paragraph 5 of the Sublease gave the Academy the option to extend the Sublease term for an additional one year period following the expiration of the initial term on August 31, 2016. Subject to certain terms and conditions specified in the Sublease. The rental rate for the option term to begin on September 1, 2017 remains as established in the Sublease and outlined below.

NOW, THEREFORE, In consideration of the premises and the terms and conditions stated below, MCI and the Academy agree as follows:

**1. Extension of Sublease and Term.** MCI subleases to the Academy the Premises identified in the Master Lease, together with the leasehold improvements to be constructed by MCI, on the terms and conditions set forth below. This Sublease Extension Agreement shall be deemed effective as of September 1, 2016 and shall terminate August 31, 2017, subject to earlier termination as provided herein.

**2. Rent.**

- a. **Rent Due to IIK.** The Academy, shall pay MCI the minimum rent and all additional rent and other charges due from MCI to IIK as provided in the Master Lease at least five (5) days prior to the date such obligations become subject to a late charge.
- b. **Rent to MCI.** During the term of this Sublease Extension Agreement, in addition to the rent and other charges to be paid pursuant to Paragraph 2.a. above, the Academy shall pay 1.5% of the annual per pupil enrollment grants received by Riverside, but in no event less than \$32,287.50 per year in consideration of the leasehold improvements to be constructed by MCI and the responsibilities, risks and administration obligations undertaken by MCI

in connection with the Master Lease. Such amounts shall be paid by the Academy to MCI concurrently with the payments due to IIK pursuant to the Master Lease, as provided in Paragraph 2.a. above.

- c. **Limitation on the Academy's Rental Obligations.** Notwithstanding any other provision of the Sublease of the Sublease extension agreement, the Academy shall not be in default of its obligation to pay rent to MCI if the Academy has not received state school aid payments to which it is entitled, in an amount sufficient to enable it to pay the rent due.
- d. **Maximum Rent.** The Parties believe that the aggregate rent payable to IIK and MCI under the Sublease and this Sublease Extension Agreement is, and will remain, equal to or less than the fair market rent for equivalent property. Nevertheless, the parties agree that in no event may the rent charged in any year exceed the fair market rent in that year. If the parties cannot agree on the amount of the fair market rent for any year, or if CMU notifies the parties that, in its opinion, the rent provided in the Sublease or Sublease Extension Agreement exceeds the fair market rent, the fair market rent shall be determined by an appraiser selected by agreement of the parties, and the parties shall equally divide the fee charged by the appraiser.

3. **Waiver of Notice Requirement.** For the purposes of this Sublease Extension Agreement, MCI acknowledges and confirms that it has waived the requirement set forth in the Sublease that the Academy give six months prior notice in order to exercise its option to renew.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of September 1, 2016.

MIDWEST CREATIVE INVESTMENTS, L.L.C.

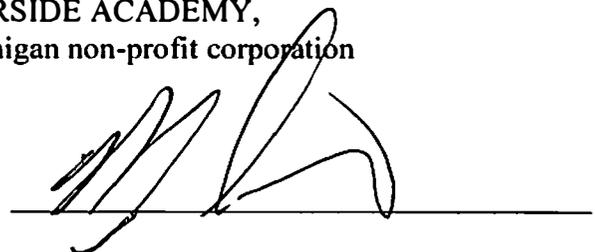
Date: 4/14/2016

By:

  
RAED ISSA, Member

RIVERSIDE ACADEMY,  
a Michigan non-profit corporation

By:



## EXTENSION OF SUBLEASE TERM

**Effective as of September 1, 2011**

THIS SUBLEASE EXTENSION AGREEMENT, extending the term of the Sublease between Midwest Creative Investments, L.L.C. (“MCI”) and Riverside Academy (the “Academy”) is made effective as of September 1, 2011 following the expiration of the current Lease term on August 31, 2011.

WHEREAS, MCI entered into a Lease effective September 1, 2006, with the Islamic Institute of Knowledge (“IIK”) for the premises commonly known as 6409 Schaefer Rd, Dearborn, Michigan 48126 (the “Premises”) under which IIK is leasing the Premises to MCI (the “Master Lease”);

WHEREAS, MCI has entered into a Lease Extension Agreement with IIK, effective September 1, 2011 and shall terminate on August, 31, 2016;

WHEREAS, MCI and the Academy entered into a Sublease dated September 1, 2006 under which MCI leased the premises at 6409 Schaefer Rd in Dearborn, Michigan (the “Sublease”).

WHEREAS, paragraph 5 of the Sublease gave the Academy the option to extend the Sublease term for an additional five year period following the expiration of the initial term on August 31, 2011. Subject to certain terms and conditions specified in the Sublease. The rental rate for the option term to begin on September 1, 2011 remains as established in the Sublease and outlined below.

NOW, THEREFORE, In consideration of the premises and the terms and conditions stated below, MCI and the Academy agree as follows:

**1. Extension of Sublease and Term.** MCI subleases to the Academy the Premises identified in the Master Lease, together with the leasehold improvements to be constructed by MCI, on the terms and conditions set forth below. This Sublease Extension Agreement shall be deemed effective as of September 1, 2011 and shall terminate August 31, 2016, subject to earlier termination as provided herein.

**2. Rent.**

- a. **Rent Due to IIK.** The Academy, shall pay MCI the minimum rent and all additional rent and other charges due from MCI to IIK as provided in the Master Lease at least five (5) days prior to the date such obligations become subject to a late charge.
- b. **Rent to MCI.** During the term of this Sublease Extension Agreement, in addition to the rent and other charges to be paid pursuant to Paragraph 2.a. above, the Academy shall pay 1.5% of the annual per pupil enrollment grants received by Riverside, but in no event less than \$32,287.50 per year in consideration of the leasehold improvements to be constructed by MCI and the responsibilities, risks and administration obligations undertaken by MCI

in connection with the Master Lease. Such amounts shall be paid by the Academy to MCI concurrently with the payments due to IIK pursuant to the Master Lease, as provided in Paragraph 2.a. above.

- c. **Limitation on the Academy's Rental Obligations.** Notwithstanding any other provision of the Sublease of the Sublease extension agreement, the Academy shall not be in default of its obligation to pay rent to MCI if the Academy has not received state school aid payments to which it is entitled, in an amount sufficient to enable it to pay the rent due.
- d. **Maximum Rent.** The Parties believe that the aggregate rent payable to IIK and MCI under the Sublease and this Sublease Extension Agreement is, and will remain, equal to or less than the fair market rent for equivalent property. Nevertheless, the parties agree that in no event may the rent charged in any year exceed the fair market rent in that year. If the parties cannot agree on the amount of the fair market rent for any year, or if CMU notifies the parties that, in its opinion, the rent provided in the Sublease or Sublease Extension Agreement exceeds the fair market rent, the fair market rent shall be determined by an appraiser selected by agreement of the parties, and the parties shall equally divide the fee charged by the appraiser.

3. **Waiver of Notice Requirement.** For the purposes of this Sublease Extension Agreement, MCI acknowledges and confirms that it has waived the requirement set forth in the Sublease that the Academy give six months prior notice in order to exercise its option to renew.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals effective as of September 1, 2011.

MIDWEST CREATIVE INVESTMENTS, L.L.C.

Date: 6/14/11

By:   
RAED ISSA, Member

RIVERSIDE ACADEMY,  
a Michigan non-profit corporation

By:   
HASSAN M. DAKROUB, President

## SUBLEASE

THIS SUBLEASE is entered into between Midwest Creative Investment, L.L.C., of 341 East Huron, Ann Arbor, Michigan 48104 ("MCI"), and Riverside Academy, a Michigan non-profit corporation, whose address is 7124 Miller Road, Dearborn, Michigan 48126 (the "Academy").

WHEREAS, MCI has entered into a certain Lease effective September 1, 2006, with the Islamic Institute of Knowledge ("IIK") for premises commonly known as 6409 Schaefer Road, Dearborn, Michigan 48126 (the "Premises") under which IIK is leasing the Premises to MCI (the "Master Lease");

WHEREAS, the Academy entered into a contract to charter a public school academy with Central Michigan University ("CMU") dated August 31, 2002 (the "Contract");

WHEREAS, MCI, at its expense, will undertake such renovations to the Premises as may be necessary to adapt it to the Academy's requirements as a Public School Academy;

WHEREAS, MCI wishes to sublease the Premises to the Academy and the Academy wishes to sublease the Premises from MCI on the terms and conditions set forth herein;

NOW, THEREFORE, the parties amend and restate the Sublease as follows:

**1. Sublease and Term.** MCI subleases to the Academy the Premises identified in the Master Lease, together with the leasehold improvements to be constructed by MCI, on the terms and conditions set forth below. This Sublease shall be deemed effective as of September 1, 2006, and shall terminate on August 31, 2011, subject to earlier termination as provided herein and subject to extension as provided in Paragraph 5 below.

**2. Rent.**

**a. Rent Due to IIK.** The Academy, shall pay MCI the minimum rent and all additional rent and other charges due from MCI to IIK as provided in the Master Lease at least five (5) days prior to the date such obligations become subject to a late charge.

**b. Rent to MCI.** During the term of this Lease, in addition to the rent and other charges to be paid pursuant to Paragraph 2.a. above, the Academy shall pay 1.5% of the annual per pupil enrollment grants received by Riverside, but in no event less than \$32,287.50 per year in consideration for the leasehold improvements to be constructed by MCI and the responsibilities, risks and administrative obligations undertaken by MCI in connection with the Master Lease. Such amounts shall be paid by the Academy to MCI concurrently with the payments due to IIK pursuant to the Master Lease, as provided in Paragraph 2.a. above.

**c. Limitation on the Academy's Rental Obligations.** Notwithstanding any other provision of this Lease, the Academy shall not be in default of its obligation to pay rent to MCI if the Academy has not received state school aid payments to which it is entitled, in an amount sufficient to enable it to pay the rent due.

**d. Maximum Rent.** The parties believe that the aggregate rent payable to IIK and MCI under this Sublease is, and will remain, equal to or less than the fair market rent for equivalent property. Nevertheless, the parties agree that in no event may the rent charged in any year exceed the fair market rent in that year. If the parties cannot agree on the amount of the fair market rent for any year, or if CMU notifies the parties that, in its opinion, the rent provided in this Lease exceeds the fair market rent, the fair market rent shall be determined by an appraiser selected by agreement of the parties, and the parties shall equally divide the fee charged by the appraiser.

**3. Performance of MCI's Obligations.** The Academy, shall perform all duties and obligations of MCI to IIK under the Master Lease, and the Academy shall indemnify and hold MCI harmless from any breach thereof resulting from the Academy's acts, errors or omissions.

**4. Insurance.** The Academy shall name IIK and MCI as additional named insureds on any and all insurance required under the Master Lease. All improvements made by MCI shall be included in the casualty insurance coverage obtained by the Academy.

**5. Extension; Termination.** Following the initial five-year term, MCI shall extend the Master Lease (and the parties shall extend this Sublease) for an additional five-year terms as permitted therein unless the Academy notifies MCI at least 200 days prior to the expiration of the initial term that it wishes to terminate the sublease at the end of the initial term. If, for any reason, the Academy's contract with CMU is terminated, this sublease shall be terminated as of the effective date of the termination of the Academy's contract with CMU and, thereafter, the Academy shall have no further obligation to MCI under this sublease.

**6. Default.** Notwithstanding any other provision of this Lease, if the Academy defaults under this Lease or the Master Lease as a result of the negligence or willful misconduct of MCI or the Academy's educational service provider, the Academy shall be extended such additional time as shall be required to secure the funding necessary to cure the default; provided, however, that the Academy exercises reasonable efforts to secure such funding. If the Academy is unable to cure such a default, either party may terminate this Lease effective at the end of the school year (June 30) in which the default occurs.

**7. Compliance With Laws and Agreements.** The parties recognize that the Academy is a Public School Academy chartered by CMU and, as such, is subject to Part 6A of the Revised School Code (the "Code") and the Contract. Accordingly, in the event of any conflict between the terms and conditions of this Lease and the Code or the Contract, the Code or Contract, as the case may be, shall be controlling, and this Lease shall be deemed to be amended to the extent necessary to comply with the applicable requirements with the Code or the Contract; provided, however, that any capital or operating expenditures required in order to achieve such compliance shall be borne by the Academy.

## **8. Miscellaneous.**

**a. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

**b. Notices.** All notices and other communications pursuant to or regarding this Agreement shall be in writing and may be sent by certified mail, courier or facsimile transmission. Notices sent by certified mail are effective five (5) working days after they are mailed. Notices sent by facsimile are effective the first working day after they are transmitted. Notices sent by courier are effective on the day they are delivered. Unless written notice to the contrary is received, all notices shall be sent to the following addresses:

**If to MCI:**

Midwest Creative Investment, L.L.C.  
Attn: Raed Issa  
341 East Huron  
Ann Arbor, MI 48104  
Fax: (734) 662-7756

**If to the Academy:**

Riverside Academy  
Attn: Hassan M. Dakroub  
President  
7124 Miller Road  
Dearborn, MI 48126  
Fax: ( ) \_\_\_\_\_

**c. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

**d. Integration and Severability.** This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. In the event any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired thereby.

**e. Modifications.** This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. Any amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**f. Pronouns.** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require.

**g. Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

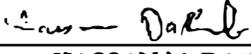
Date: October, 2003

MIDWEST CREATIVE INVESTMENT, L.L.C.

  
By: RAED ISSA

Its: Member

RIVERSIDE ACADEMY,  
a Michigan non-profit corporation

  
By: HASSAN M. DAKROUB

Its: President

(S:\Pdc\Riverside Academy\Sublease with Islamic Institute of Knowledge.doc)

## SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (this "Amendment") is entered into on this 11th day of February, 2020 and made by and between **THE ISLAMIC INSTITUTE OF KNOWLEDGE**, a Michigan nonprofit company whose address is 6345 Schaefer Road, Dearborn, Michigan 48126 (hereinafter referred to as "Lessor") **MIDWEST CREATIVE INVESTMENTS LLC**, a Michigan limited liability company whose address is 341 E. Huron Street, Ann Arbor, Michigan 48104 (hereinafter referred to as "Lessee" or "Assignor") and **GLOBAL VISION LAND COMPANY, LLC**, a Michigan limited liability company whose address is at 2455 S Industrial Hwy, Ste C, Ann Arbor, MI 48104 ("Assignee") (Lessor, Lessee and Assignee are collectively referred to herein at times as the "Parties").

### Recitals

#### WHEREAS:

1. The Lessee and Lessor are parties to a certain lease agreement and dated on or about September 1, 2006 (the "Lease"), pursuant to which Lessee agreed to lease from Lessor a certain parcel of real property and the building located thereon (collectively referred to as the "Leased Premises"), which Leased Premises is commonly known as 6409 Schaefer Road, Dearborn, Michigan 48126 (the "School Building"). The Lease, as amended, is attached hereto as **Exhibit A**.
2. The Lease was properly extended by Lessee through August 31, 2021.
3. The Parties now desire to amend the Lease for a second time to reflect the below stated changes with regard to Parties' obligations and rights pursuant to the Lease, in addition to extending the Lease term:

### The Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein as well as other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The Recitals are incorporated into this Agreement by reference.
2. Lessee wishes to assign the Lease to Assignee, Global Vision Land Company, LLC.

Assignee shall assume any and all liabilities and obligation under the Lease, as amended.

Through their signatures here to, Assignor agrees to assign its interest in the Lease, and

Assignee agrees to assume the Lease, and Lessor consents to and authorizes said assignment.

Assignor. MIDWEST CREATIVE INVESTMENTS LLC is not released from its obligations under the Lease after such assignment.

3. Term. That the term of the Lease shall be extended through July 31, 2028 and the Lease shall be up for revaluation and renegotiation at that time.
4. Tenant's Termination Right. Landlord acknowledges that Tenant's use of the Premises is reliant on Tenant's sponsor renewing its sponsorship and funding of Tenant. Therefore, Tenant shall have the right (the "Tenant Termination Right") to terminate this Lease at any time during its Term (the "Termination Date") if Tenant completely loses all of its funding and sponsorship to conduct its business. In order to exercise the Tenant Termination Right, Tenant shall provide written notice to Landlord of its intent to terminate this Lease at least twelve (12) months prior to the Termination Date, along with written documentation, from its sponsor that funding and sponsorship of Tenant has been cancelled, revoked, or not renewed. At termination in accordance with this Paragraph, both parties shall be relieved from any future obligations under the Lease and the Lease Term shall be treated as if expired at the Termination Date.
5. That the effective date of this Amendment shall be July 1, 2020.
6. That monthly payments under the Lease shall be Forty Five Thousand and No/100 (\$45,500.00) US Dollars for the first 24 months of the term of the extension from July 1, 2020 through June 30, 2022. Thereafter the Base Rent throughout the term of this Lease shall be Thirteen (13%) percent of the annual per pupil enrollment grant amount received by Riverside, but in no event less than Four Hundred and Fifty Thousand and 00/100 Dollars (\$450,000.00) per year.
7. Except as explicitly amended by this Amendment, the Parties acknowledge and agree that the Lease continues in full force and effect, and no other provision of the Lease is amended or modified by this Amendment. In the event there is a conflict between the Lease, its attachments, including any addendum, and this Amendment, this Amendment will control

and prevail. This Amendment is binding upon the Parties and will be binding upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, as the case may be.

8. Except as provided otherwise in this Amendment, the terms used in this Amendment which are defined in the Lease shall have the same meaning as set forth in the Lease.
9. This Amendment may be executed in counterparts. Scanned and emailed signatures are permitted and shall be considered the same as an original.

**LESSOR:**

**THE ISLAMIC INSTITUTE OF  
KNOWLEDGE**

  
By: Fouad Barri  
Its: V. Chairman

**LESSEE/ ASSIGNOR:**

**MIDWEST CREATIVE INVESTMENTS,  
LLC**

  
By: Grant ESSL  
Its: \_\_\_\_\_

**LESSEE/ ASSIGNEE:**

**GLOBAL VISION LAND COMPANY,  
LLC**

  
By: Grant ESSL  
Its: \_\_\_\_\_

## FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this "First Amendment") is entered into on this 10<sup>th</sup> day of JUNE, 2016 and made by and between **THE ISLAMIC INSTITUTE OF KNOWLEDGE**, a Michigan Nonprofit Corporation whose address is 6345 Schaefer Road, Dearborn, Michigan 48126 (hereinafter referred to as "Lessor") and **MIDWEST CREATIVE INVESTMENTS L.L.C.**, a Michigan Limited Liability Company whose address is 341 E. Huron Street, Ann Arbor, Michigan 48104 (hereinafter referred to as "Lessee") (Lessor and Lessee are collectively referred to herein as the "Parties").

### Recitals

#### WHEREAS:

1. The Parties are parties to a certain lease agreement and dated on or about September 1, 2006 (the "Lease"), pursuant to which Lessee agreed to lease from Lessor a certain parcel of real property and the building located thereon (collectively referred to as the "Leased Premises"), which Leased Premises is commonly known as 6409 Schaefer Road, Dearborn, Michigan 48126 (the "School Building"). The Lease is attached hereto as **Exhibit A**.
2. The Lease was properly extended by Lessee through August 31, 2016.
3. The Parties now desire to amend the Lease to reflect the below stated changes with regard to Parties' obligations and rights pursuant to the Lease, in addition to extending the Lease term:

### The Agreement

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein as well as other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. The Recitals are incorporated into this Agreement by reference. Notwithstanding anything in the Lease to the contrary,
  - a. **Paragraph 3(c), Lessee's Building Maintenance:** Lessee shall be responsible for routine cleaning, maintenance, and repair of the entire interior of the School Building, which includes, but is in no way limited to, all fixtures, windows, doors, locks, lighting, the HVAC, electrical, plumbing, and mechanical systems serving or otherwise connected to the School Building. Within 30 days from the date of this First Amendment, Lessee shall provide Lessor, on behalf of Lessee, with a maintenance and replacement plan schedule for the entire term of the Lease. Lessee shall comply with such schedule, including performing the required maintenance and replacements. If Lessee replaces anything in the School Building it shall replace equipment or parts with equipment and parts which are comparable in quality and value. Lessee shall only use licensed and insured contractors to perform its maintenance obligations.

**Paragraph 3(d), Lessor's Building Maintenance:** Lessor shall be solely responsible for the structural repair of the School Building, which include the necessary structural elements to hold the building together, such as foundations, walls, roofs, and floor structures and Lessor shall repair any damages to the School Building that occurs

during any after school, weekend school, summer school, or gym rental activities facilitated or allowed by Lessor provided that Lessee notifies Lessor in writing of such damage within ninety-six (96) hours of such activity.

**Paragraph 3(e), Parking Lot:** Lessor shall be responsible for the maintenance, condition, repair, and replacement of the parking lot currently shared between Lessor and Lessee, but Lessee shall reimburse Lessor of thirty percent (30%) of all of Lessor's costs related to the parking lot. These responsibilities include, but not limited to, regular cleaning of parking lot, maintaining drainage, removal of vegetation, and snow removal. The Lessor shall comply at its own expense with all maintenance requirements under all applicable laws, regulations, ordinances, and requirements of any public authority governing and regulating the parking premises.

- b. **Paragraph 4, Lease Term:** The initial term of the Lease shall be amended and extended so that it now expires on August 31, 2021 (the "Primary Term"). The terms, "Lease Term" or "term of this Lease" or similar phrase(s) shall mean the Primary Term and, if exercised by Lessee, the extended term under Paragraph 24 as amended in this First Amendment.
- c. **Paragraph 7, Base Rent:** The Base Rent throughout the term of this Lease shall be fourteen (14%) percent of the annual per pupil enrollment grant amount received by Riverside, but in no event less than Four Hundred and Fifty Thousand and 00/100 Dollars (\$450,000.00) per year.
- d. **Paragraph 24, Option to Renew:** Provided Lessee is not in default of any of the provisions of this Lease, as amended, beyond applicable cure periods, Lessee shall have one (1) option to renew to extend the term of the Lease beyond the Primary Term for one (1) additional five (5) year period from and after the Primary Term. In the event Lessee wishes to exercise its option, it must do so in accordance with Paragraph 18, written notice of the intention to extend no later than twenty four (24) months prior to the end of the Lease Term. The extended term will be on the same terms and conditions as the Primary Term. In the event Lessee continues its occupancy of the Leased Premises upon the expiration of (1) the Primary Term and in the event the same is not extended; or (2) the Extended Term, the occupancy shall be subject to Paragraph 23 of the Lease.

The following Paragraph shall be added to the Lease.

- e. **Paragraph 31. Lessor's Option to Terminate.** If Lessee exercises its Option to Renew in accordance with Paragraph 24 as amended, then Lessor, for a period of sixty (60) days after Lessee's exercise of its renewal option, shall have an option to terminate this Lease and cancel the Tenant's Option to Renew so that the Lease Term expires on August 31, 2021. If proper notice is given by Lessor to Lessee, then this Lease and its Term shall expire on August 31, 2021 with no further rights for Lessee to extend thereafter.
- f. **Paragraph 15 Remedies.** Paragraph 15 shall be replaced with the following paragraph:

**Paragraph 15. Remedies.**

Upon the occurrence of any of the events of default described in Paragraph 14 above, in addition to any other remedies which may be available to it, Lessor may, at its option, after providing to Lessee any notice required under Michigan Law, do one or more of the following:

- (a) accelerate the full balance of the rent payable for the remainder of the term and sue for the sums due;
- (b) terminate this Lease; or
- (c) without terminating this Lease, reenter the Premises and dispossess Tenant or any other occupant of the Premises, remove Tenant's effects, and relet the Premises for the account of Tenant for rent and upon terms that are satisfactory to Landlord, crediting the proceeds, after deducting the costs and expense of reentry, alterations, additions, and reletting, to the unpaid rent and the other amounts due under this Lease during the remainder of the term, and Tenant shall remain liable to Landlord for the balance owed.

If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant to be performed by Tenant, and a breach is established, then Tenant shall pay to Landlord all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment. Landlord's remedies under this agreement are in addition to any remedy allowed by law.

The Laws of the State of Michigan shall apply to the terms of this Lease.

**g. Paragraph 30 of the Lease shall be deleted and replaced with the following Paragraph 30:**

In the event of any disputes arising under of related to this Agreement and any transactions between the parties, including, but not limited to, disputes arising under Paragraph 10(c)(ii), the parties will attempt to resolve the dispute by good faith negotiations between the appropriate officer of each party. If such negotiations are unsuccessful, either party may seek any rights or remedies available to it, at law or equity.

**h. The following Paragraph shall be added to the Lease Paragraph 32. Requirements of Law.**

The Parties , at its expense, when performing their respective obligations under the Lease as amended, will comply with all applicable governmental laws, orders and regulations, and with any direction of any public officer or officers, according to law, that will impose any violation, order or duty upon Lessor or Lessee with respect to the Leased Premises or their use or occupancy. Lessee shall not store, use, or dispose of any hazardous, toxic, corrosive, explosive, reactive or radioactive matter in, on or about the Leased Premises.

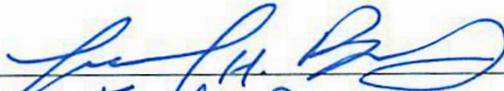
2. Except as explicitly amended by this First Amendment, the Parties acknowledge and agree that the Lease continues in full force and effect, and no other provision of the Lease is amended or modified by this First Amendment. In the event there is a conflict between the Lease, its attachments, including any addendum, and this First Amendment, this First Amendment will control and prevail. This First Amendment is binding upon the Parties and will be binding upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, as the case may be.
  
3. Except as provided otherwise in this First Amendment, the terms used in this First Amendment which are defined in the Lease shall have the same meaning as set forth in the Lease.
  
4. This First Amendment may be executed in counterparts. Scanned and emailed signatures are permitted and shall be considered the same as an original.

LESSOR:

LESSEE:

THE ISLAMIC INSTITUTE OF  
KNOWLEDGE

MIDWEST CREATIVE INVESTMENTS  
L.C.C.

By:   
 Its: Fouad H. Berry  
Chairman

By:   
 Its: member  
Mohamed H. ISSA

## LEASE

This Lease (hereinafter called the "**Lease**"), entered into as of \_\_\_\_\_, 2006, by and between **THE ISLAMIC INSTITUTE OF KNOWLEDGE**, whose address is 6345 Schaefer Rd., Dearborn, Michigan 48126 (herein called "**Lessor**") and the **Midwest Creative Investments L.L.C**, whose address for notice purposes shall be 341 E. Huron, Ann Arbor, Michigan 48104 (herein called "**Lessee**").

### **WITNESSETH:**

This Lease is entered into in reliance on and is subject to the performance, compliance with and observance by Lessor and Lessee of the following terms and conditions, all of which terms and conditions Lessor and Lessee hereby covenant and agree to faithfully perform, comply with and abide by:

#### **1. The Leased Premises:**

(a) The Lessor hereby does let, demise and lease to Lessee the parcel of property (the "**Land**") and building (the "**School Building**") located at 6409 Schaefer Rd., Dearborn, Michigan 48126 and more particularly described in attached **Exhibit A** and depicted on the site plan attached **Exhibit B**.

#### **2. Occupancy:**

The Lessee is to have full and exclusive occupancy and the right to quiet enjoyment of the Leased Premises during the Lease Term (as hereinafter defined), free from all other tenancies.

#### **3. Utilities / Maintenance:**

(a) **Utilities.** Lessee shall pay to the utility provider, on or before the same become due or bear interest or penalties, all charges for gas, water, sewer, electricity and heating and all other utility services provided to the School Building.

(b) **Lessor's Building Maintenance.** Lessor, at its expense, shall be responsible for the repair, maintenance and, if necessary, replacement of the structural components of the School Building, including the walls and roof. Lessor also shall be responsible for the replacement, if necessary, of components of the HVAC, electrical and plumbing systems serving the School Building.

(c) **Lessee's Building Maintenance.** Lessee shall be responsible for routine cleaning, maintenance and repair of the interior of the School Building and the HVAC, electrical and plumbing systems. Lessee shall reimburse Lessor for such routine costs, as provided in Paragraph 3(d), below.

(d) **Outside Maintenance.** Lessee shall, at its cost, maintain, repair and replace the exterior areas of the Leased Premises outside the School Building, as necessary to keep the same in good order, condition and repair, including, without limitation, (i) mowing, watering and upkeep of lawns and planted and landscaped areas, (ii) sweeping, cleaning and removing snow and ice from the playground, parking areas and service drives, (iii) repairing potholes, and repairing, replacing, re-marking and re-striping, resurfacing and resealing the parking areas and service drives; and (iv) replacing bulbs and repairing and maintaining lighting during hours of darkness at times agreed between Lessor and Lessee. Lessee also shall perform routine maintenance on any playground or recreational equipment installed by Lessee on the Land.

#### **4. Lease Term:**

Subject to Paragraph 27, the initial term of the Lease begins on September 1, 2006 (the "**Commencement Date**") and ends on August 31, 2011 (the "**Primary Term**"). The terms, "**Lease Term**" or the "**term of this Lease**" or similar phrase shall mean the Primary Term and, if exercised by Lessee, the extended term under Paragraph 24.

#### **5. Use:**

The Leased Premises is to be used and occupied for the purposes of operating a school thereon and for general educational purposes, and all uses and purposes related thereto, including, without limitation, sporting and extracurricular events, concerts, plays, hobby and educational clubs, student and parent organizations and meetings, school board meetings and functions, and office, storage and maintenance uses and purposes related thereto. Lessee also may make the Leased Premises available for meetings and activities of community groups and organizations at times when the School is not in session.

#### **6. Sublease:**

The Leased Premises will be subleased by Lessee to Riverside Academy ("Riverside"), a public school academy as defined in Act 362 of the Public Acts of 1993 of the State of Michigan, as amended (the "Act"). Lessor understands and agrees that the public school academy will be operated by Riverside in accordance with the terms of the Act and a contract to be entered between Riverside and its chartering entity, Central Michigan University (the "Charter") and that this Lease and the Sublease are subject to the provisions of the Act and the terms and conditions of the Charter.

#### **7. Rent:**

(a) **Base Rent.** The Base Rent throughout the term of this Lease shall be fifteen point five zero (15.50%) percent of the annual per pupil enrollment grant amount received by Riverside, but in no event less than \$333,637.50 per year. Rent payments shall be made by Lessee (or Riverside or its educational service provider, Global Educational Excellence ("GEE") on behalf of Lessee) within 10 days after grant

payments are received from the State of Michigan. Lessee represents that the first annual grant payment normally is received on or about October 20 of each academic year based on an enrollment census taken in September. Thereafter, payments are received on or about the 20<sup>th</sup> day of each month for the next 10 months. Monthly payments may be adjusted following a second student census taken in February of each academic year. At Lessor's request, Lessee will cause GEE to provide relevant information regarding Riverside's student census and grant payments to Lessor. If the parties determine that the enrollment grant payments in any year will be less than \$2,152,500, resulting in rental payments of less than \$333,637.50 in any academic year, Lessee shall pay the resulting deficiency, along with the final rental payment due for that academic year, following receipt of Riverside's grant payments in the month of August.

(b) **Reimbursable Expenses.** Lessee shall pay to Lessor along with each rental payment all amounts, if any, that may be due to Lessor under this Agreement which have been billed by Lessor to Lessee at least 10 days prior to the date that the rental payment is due as provided in paragraph 4.a. above.

(c) **Late Charges.** If the Lessee fails to pay any base rent or reimbursable expenses when due, Lessor may assess a late fee equal to 3.5% of the unpaid rent and other reimbursable expenses. The late fee, itself, shall be considered a "reimbursable expense" for purposes of this Agreement.

(d) **Payment.** Unless otherwise agreed, all base rent and reimbursable expenses shall be paid by check mailed or delivered to Lessor at the address shown in Paragraph 18.

#### **8. Lessee's Obligations:**

The Lessee covenants and agrees to use and occupy the Leased Premises only for the purposes permitted under this Lease and in accordance with applicable laws and regulations.

#### **9. Lessor's Obligations:**

The Lessor covenants and agrees that:

(a) The Lessee, on payment of the Rent and other charges hereunder at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold and enjoy the Leased Premises for the Lease Term aforesaid, free from molestation or hindrance by any person or entity.

(b) Lessee accepts the School Building "as is" and shall, at its cost, be responsible for complying with any requirements of the State Fire Marshall or other governmental agencies having jurisdiction which: (i) require structural or capital

alterations, additions, improvements or repairs to the Leased Premises; or (ii) remedy any violation of or non-compliance with Laws by the Leased Premises.

**10. Insurance:**

**(a) Lessee's Indemnification/Liability:**

(i) The Lessee agrees to defend, indemnify and hold harmless the Lessor from any claim, demand or liability for damages to any person or property arising as a result of the acts or omissions of Lessee, its agents, employees, contractors, subtenants, students, licensees or invitees, in, on, or about the Leased Premises from any cause whatsoever, other than damages arising from the negligent or intentional acts or omissions of Lessor, its agents, employees, contractors, tenants, licensees and invitees.

(ii) The Lessee will procure and keep in effect during the Lease Term general commercial liability and property damage insurance issued by a company reasonably acceptable to Lessor, for benefit of the Lessor, covering the acts and omissions described in Paragraph 10(a)(i) above, which policy, at the Lessee's option, will be either: (i) a Two Million and no/100 Dollars (\$2,000,000.00), combined single limit policy, or (ii) in the amount of no less than Five Hundred Thousand and no/100 Dollars (\$500,000.00), for damages resulting to one person, One Million and no/100 Dollars (\$1,000,000.00) for damages resulting from one casualty, and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage resulting from any one occurrence. Said policy shall name the Lessee and the Lessor as an additional named insured. Lessee shall deliver a Certificate of Insurance to the Lessor. Lessee shall provide Lessor with a certificate evidencing the existence and payment of premium for such insurance.

**(b) Lessor's Indemnification/Liability:**

(i) The Lessor agrees to defend, indemnify and hold harmless the Lessee from any claim, demand or liability for damages to any person or property arising as a result of the acts or omissions of Lessor, its agents, employees, contractors, subtenants, parishioners, licensees or invitees from any cause whatsoever, other than damages arising from the negligent or intentional acts or omissions of Lessee, its agents, employees, contractors, tenants, parishioners, licensees and invitees.

(ii) The Lessor will procure and keep in effect during the Lease Term general commercial liability and property damage insurance issued by a company reasonably acceptable to Lessee, for benefit of the Lessee covering the acts and omissions described in Paragraph 10(b)(i) above (which, during any period Lessor maintains the exterior Common Areas, shall include claims, demands and liabilities arising from such maintenance), which policy, at the Lessor's option, will be either (i) a Two Million and no/100 Dollars (\$2,000,000.00), combined single limit policy, or (ii) in the amount of no less than Five Hundred Thousand and no/100 Dollars (\$500,000.00),

for damages resulting to one person, One Million and no/100 Dollars (\$1,000,000.00) for damages resulting from one casualty, and One Hundred Thousand and no/100 Dollars (\$100,000.00) for property damage resulting from any one occurrence. Said policy shall name the Lessee as an additional named insured. Lessor shall deliver a Certificate of Insurance to the Lessee.

(c) **Fire:**

(i) During all times during the Lease Term, Lessor shall obtain and maintain a policy of insurance insuring the School Building and all other permanent improvements on the Leased Premises against damage or destruction by fire, tornado, ice or wind storm, smoke damage, vandalism, malicious mischief and such other risks as are customarily included in extended coverage endorsements in Wayne County, Michigan. Such insurance shall cover: (A) the School Building in an amount equal to eighty percent (80%) of the replacement cost of the School Building above the foundations, and (B) other improvements on the Leased Premises in an amount equal to one hundred percent (100%) of the replacement cost thereof excluding below ground structures and improvements. Lessor shall deliver a Certificate of Insurance to the Lessee.

(ii) The parties anticipate that the Lessor will obtain insurance covering both the Leased Premises and the adjacent property owned by Lessor. Accordingly, Lessee shall reimburse Lessor Lessee's prorata share of the costs incurred by Lessor to obtain the insurance under **Paragraph 10(c)(i)** above. Lessee shall pay such reimbursement as additional rent, upon receipt from Lessor of the Certificate and a statement for such insurance cost. If the parties are unable to agree on Lessee's share of such costs, either party may submit the matter to arbitration as provided in Paragraph 29, below.

(d) **Contents/Lessee Improvements:**

(i) Lessee shall be responsible for securing any insurance on contents and tenant improvements within the School Building or on the Land or for business interruption and Lessor shall have no liability with respect to any loss which might have been covered by such insurance. Lessee shall deliver a Certificate of Insurance to the Lessor.

(ii) Lessor shall be responsible for securing any insurance on contents and improvements in the Lessor's Premises or for business or rental interruption and Lessee shall have no liability with respect to any loss which might have been covered by such insurance. Lessor shall deliver a Certificate of Insurance to the Lessee.

**11. Alterations:**

(a) Except as provided in Paragraph 11(b), the Lessee may make no alterations, additions, or improvements to the Leased Premises without the Lessor's prior written consent; except that the Lessee may make interior, non-structural alterations and

improvements without Lessor's consent. Lessor's consent shall not be unreasonably withheld or conditioned. Lessor shall respond with reasonably detailed comments to plans and specifications for any alterations, additions, or improvements (which require Lessor's consent) within ten (10) business days of the Lessor's receipt of notice thereof (given in accordance with Paragraph 18). If Lessee's notice states the deadline for response and the consequence for untimely response, then Lessor's failure to respond within such 10-day period shall be conclusively deemed Lessor's approval of such plans and specifications. All such alterations, additions and improvements shall be at the expense of the Lessee and Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the Leased Premises, said improvements, additions or alterations which cannot be removed without damage to the Leased Premises or which are left by Lessor upon expiration of the Lease Term shall become the property of the Lessor. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Lessee upon the Leased Premises shall be the property of the Lessee and the Lessee shall be permitted to remove the same at the expiration of the term of this Lease, or within thirty (30) days of termination date but only if such removal causes no damage or injury to the Leased Premises or the School Building (which is not repaired by Lessee within such 30-day period).

(b) Lessor acknowledges that Lessee may be obligated to adapt the Leased Premises to meet State Fire Marshall requirements for the use of the Leased Premises as a public school academy and to meet the needs of the students that will be enrolled by Riverside. Any such alterations shall be made at Lessee's expense. Lessee shall provide Lessor with copies of plans and specifications for any such alterations when they become available. Lessor's consent to such alterations shall be presumed unless, within ten (10) days after receipt of the plans and specifications from Lessee, Lessor notifies Lessee of its objections and the reasons for them. Lessor hereby authorizes Lessee to begin the work to implement any such changes prior to the start of the initial term. If, for any reason, this Lease is terminated prior to the start of the initial term by the Lessee, Lessee will indemnify and hold Lessor harmless for any loss or damage suffered by Lessor as a result of the work performed by Lessee.

(c) Lessor shall, at Lessee's cost, cooperate with and assist Lessee to obtain all governmental and private permits, consents, approvals, licenses and certificates which may be necessary for Lessee to use the Leased Premises as a public school academy and related purposes and to make alterations, additions and improvements on or to the Leased Premises, including, without limitation, Lessor applying, in its own name, for such permits, consents, approvals, licenses and certificates. Lessee shall indemnify and hold harmless Lessor from loss or damage arising as a result thereof.

## **12. Eminent Domain:**

(a) In the event of a taking or condemnation of the entire Leased Premises during the term of this Lease by a proceeding in eminent domain, this Lease shall terminate on

the date of vesting of title in such condemnation authority. If any portion (but less than all) of the Leased Premises or more than ten percent (10%) of the Land is taken or condemned by a proceeding in eminent domain, Lessee shall have the option to terminate this Lease by giving notice to Lessor at anytime within thirty (30) days after such taking or condemnation.

(b) If Lessee does not terminate this Lease, the Lessor shall restore the Leased Premises as near as practicable to its condition immediately prior to such taking or condemnation. Lessor shall complete such restoration promptly and, in any event, within one hundred fifty (150) days of such damage or destruction, taking or condemnation, subject to delay due to reasons beyond the reasonable control of the Lessor (other than lack of funds). The obligation of the Lessee to pay the quarterly Rent and other charges under this Lease shall be abated during the time the Leased Premises is rendered untenable by such restoration and shall be partially abated during the time the Leased Premises is partially untenable by such restoration. Following completion of such restoration, the Rent shall be permanently reduced by a fraction, the numerator of which shall be the square footage of the Leased Premises which was taken or condemned and the denominator of which shall be the square footage of the Leased Premises immediately prior to such taking or condemnation.

(c) All awards payable as a result of the taking or condemnation of any portion of the Land shall be the sole property of Lessor, except that Lessee shall be entitled to any award made for the Lessee's relocation expenses or the loss of Lessee's property, improvements, revenues or business, if any.

### **13. Assignment and Subletting**

(a) Lessor hereby consents to the sublease of the Leased Premises to Riverside Academy for its use as a public school academy in accordance with 1993 PA 362, as amended. Except for the sublease to Riverside Academy, Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld or conditioned. If Lessee's notice requesting such consent states the deadline for response and the consequence for untimely response, then Lessor's failure to respond within thirty (30) days of Lessor's receipt of such notice (given in accordance with **Paragraph 18**) shall be conclusively deemed Lessor's consent.

(b) The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the Leased Premises nor shall the collection of Rent by Lessor from any assignee, subtenant or other occupancy be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Lessee from the further performance by

Lessee of the covenants in this Lease on Lessee's part to be performed. Whether or not Lessor's consent shall be required or obtained, Lessee shall remain liable to Lessor for the payment and performance of all of the terms, conditions and covenants of this Lease.

#### **14. Default:**

Lessee shall be in default under this Lease upon the occurrence of any of the following events:

(a) Default in the payment of any required installment of Rent or other charges under this Lease if such default continues for ten (10) days after mailing of notice thereof by Lessor to Lessee, mailed in accordance with **Paragraph 18** of this Lease; or

(b) Default in the performance of any other covenant of Lessee under this Lease if such default continues for thirty (30) days after mailing of notice thereof by Lessor to Lessee, mailed in accordance with **Paragraph 18** of this Lease (provided that if the default cannot reasonably be cured within 30 days, then Lessee shall not be in default if it commences to cure within such 30-day period and proceeds diligently and in good faith thereafter to cure such default and does cure such default within a reasonable time).

#### **15. Remedies**

Upon the occurrence of any of the events of default described in **Paragraph 14** above, in addition to any other remedies which may be available to it, Lessor may, at its option, after providing to Lessee any notice required under Michigan law, do one or more of the following:

(a) Terminate this Lease; or

(b) Whether or not this Lease is terminated, take possession of the Leased Premises; or

(c) Re-enter into, repossess the Leased Premises, and remove and put out the Lessee and each and every occupant.

#### **16. Controlling Law; No Other Lease or Representation**

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

**17. Non-Waiver; Modifications**

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

**18. Notices**

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

**To the Lessor at:**

The Islamic Institute of Knowledge  
Attn: Dr. Ali Sobh  
6345 Schaefer Rd.  
Dearborn, MI 48126

**To the Lessee at:**

Midwest Creative Investments, L.L.C.  
Attn: Raed Issa  
341 E. Huron  
Ann Arbor, MI 48104

**19. Surrender**

The Lessee shall return the Leased Premises, together with all alterations, additions, or improvements thereto, peaceably and promptly to the Lessor at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear, damage by fire or other casualty or condemnation, and damage caused by Lessor's failure to maintain and repair the Land and School Building as herein required.

**20. Casualty Restoration; Option to Terminate**

(a) If the Leased Premises shall become wholly untenable through damage or destruction, then this Lease shall, at Lessee's election, terminate as of the date of such

damage or destruction. If the Leased Premises shall become partially untenable through damage or destruction to the extent of twenty-five percent (25%) or more of Lessee's premises in the School Building, then Lessee shall have the option of canceling this Lease by giving notice to Lessor at anytime within thirty (30) days after such damage or destruction (given in accordance with Paragraph 18). If Lessee does not terminate this Lease, the Lessor shall restore the School Building and permanent improvements on the Land covered by insurance. The obligation of the Lessee to pay the Rent (but not other charges) under this Lease shall be abated during the time the School Building is being restored in the percentage in which the School Building is untenable.

(b) In case the Leased Premises and/or the entrances, passageways, hallways and/or lavatories shall be sufficiently damaged so as to unreasonably impede Lessee's use of the Leased Premises for a period likely to exceed sixty (60) days, Lessee may, at its option, terminate this Lease forthwith by written notice to the Lessor, in which event any advance Rents and other charges forthwith upon Lessee's surrendering the Leased Premises shall be repaid to Lessee.

#### **21. Successors and Assigns**

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

#### **22. No Representations**

Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the Leased Premises. This Lease is not made in reliance upon any representation whatsoever.

#### **23. Hold Over**

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

#### **24. Option to Renew**

Provided Lessee is not in default of any of the provisions of this Lease beyond applicable cure periods, Lessee shall have one (1) option to extend the term of this Lease beyond the Primary Term for an additional five (5) year period from and after the expiration of the Primary Term. Lessee may exercise each option by giving Lessor, in

accordance with Paragraph 18, written notice of the intention to extend no later than 90 days prior to the end of the initial term. The extended term will be on the same terms and conditions as the Primary Term. If the Lessee wishes further options to extend the term of this Lease beyond a second five-year term, as provided above, it may give notice thereof to the Lessor along with its notice exercising its option to extend, as provided above. Alternatively, the Lessee may give such notice separately at any time prior to the expiration of the initial term. Lessor agrees that it will negotiate in good faith with Lessee over a period of at least forty-five (45) days from the date of Lessee's notice with respect to reasonable terms and conditions for one (1) or more further extensions following the expiration of the first extension of the lease term. However, nothing in this Paragraph 24 shall obligate Lessor to agree to any further extensions.

## **25. Use by Lessor**

Lessor shall have the right to use the School Building, including the gymnasium, for its activities at times when the school is not in session, provided that Lessor's use shall not conflict with Riverside's regularly scheduled extracurricular activities occurring outside of normal school hours. Lessor shall coordinate its use of the School Building with the School's principal. Lessor shall be responsible for any additional maintenance costs incurred as a result of its use.

## **26. Headings**

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

## **27. Lessor's Warranties**

(a) As of the Commencement Date, Lessor warrants and represents to Lessee that, as of the date hereof: (i) Lessor is the owner of the Leased Premises and has no actual knowledge of any restriction or encumbrance which would prevent or hinder the use of the Leased Premises as a public school academy; (ii) Lessor has not received written notice of any violation by the Leased Premises of any code, ordinance, statute, law, rule or regulation, including, without limitation, those relating to environmental and occupational safety; and (iii) Lessor has not received written notice of any release, discharge, spill, generation from or onto or transportation from the Land or the School Building of any hazardous or toxic substance or material, petrochemical, PCBs, asbestos or asbestos-containing materials, or any other material, substance or waste regulated under the federal Toxic Substance Control Act or the federal Resource Conservation and Recovery Act, as amended, or the rules and regulations promulgated thereunder, except for asbestos which may be contained in floor and ceiling tile and floor and roof mastics of the School Building. If Lessor breaches any of the foregoing representations or warranties, then, in addition to any other rights or remedies which Lessee may have under this Lease or at law or equity, Lessee may immediately terminate this Lease. If this Lease is not terminated, Lessor shall perform any remediation or clean up related to such breached representation or warranty which may

be required under Law. Such remediation shall be performed promptly in accordance with a remediation plan approved by Lessee.

### **28. Conditions**

Excepted as provided in **Paragraph 11(b)**, Lessee's obligations under this Lease are contingent upon and subject to the issuance by Central Michigan University of an amendment to the Charter authorizing Riverside to use the Leased Premises for its public school academy and receipt of all required governmental approvals necessary for the operation of the public school academy on the Leased Premises. If the amendment to Riverside's Charter and all requisite governmental approvals are not obtained prior to the start date of the initial term, Lessee may terminate this agreement by written notice to Lessor pursuant to **Paragraph 18** without further obligation to Lessor except for Lessee's indemnification obligation as provided in **Paragraph 11.(b)**. If Riverside's Charter is terminated for any reason, Lessee may terminate this Lease on 90 days written notice to Lessor.

### **29. Parking**

If the number of parking spaces available on the Land is less than the number that Riverside is legally required to provide, Lessor shall make the necessary additional parking spaces available on its premises, to the extent that spaces are available, adjacent to the Leased Premises at no additional rent to Lessee.

### **30. Arbitration**

In the event of any disputes arising under or related to this Agreement and any transactions between the parties, including, but not limited to, disputes arising under **Paragraph 10(c)(ii)**, the parties will attempt to resolve the dispute by good faith negotiations between the appropriate officers of each party. If such negotiations are unsuccessful, either party may submit the dispute to arbitration under the Commercial Arbitration Rules of the American Arbitration Association as then in effect. Unless otherwise agreed, arbitration proceedings shall be held in the offices of the American Arbitration Association in Southfield, Michigan. The arbitrator(s) shall have authority to

grant equitable relief, if appropriate, and may award costs, including reasonable legal fees, to the prevailing party. Judgment may be granted upon the award of the arbitrator(s) by any court having jurisdiction.

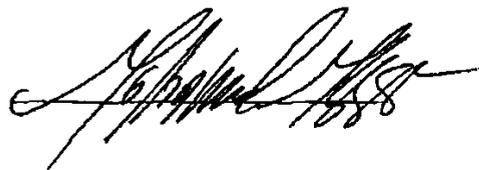
**IN WITNESS WHEREOF**, the parties hereto have executed this Lease the day and year first written above.

**IN THE PRESENCE OF:**



**LESSOR:  
THE ISLAMIC INSTITUTE OF KNOWLEDGE**

By   
Dr. Ali Sobh  
Its: President



**LESSEE:  
Midwest Creative Investments L.L.C**

By:   
Raed Issa  
Its: Member

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# 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**

**REVISED  
Safety Inspection  
Riverside Academy West  
6409 Schaefer Road  
Dearborn, Michigan  
Wayne County**

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

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



**October 11, 2006**

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

**CONTRACT SCHEDULE 7**

**REQUIRED INFORMATION FOR  
A PUBLIC SCHOOL ACADEMY**

## SCHEDULE 7

### REQUIRED INFORMATION FOR A PUBLIC SCHOOL ACADEMY

Required Information for a Public School Academy. This Schedule contains information required by the Code and the Contract. The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goal and Related Measures. The educational goal and related measures of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The Academy's criteria for the application and enrollment of students is set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy is set forth in Section h of this Schedule.

**SECTION A**

**GOVERNANCE STRUCTURE**

## GOVERNANCE STRUCTURE

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

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

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

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

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

**SECTION B**

**EDUCATIONAL GOAL AND RELATED MEASURES**

## EDUCATIONAL GOAL AND RELATED MEASURES

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

### **Educational Goal to be Achieved**

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

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

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

#### **Measure 1: Student Achievement**

The academic achievement of **all students who have been at the academy for one or more 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 $\geq$ 65th Meets $\geq$ 50th Approaching $\geq$ 45th Does not meet $<$ 45th	Reading: 50 Math: 50
In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:			
<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.

<b>Indicator</b>	<b>Measure</b>	<b>Metric</b>	<b>Target</b>
<b>Career and College Readiness (CCR) Standard:</b>	The percentage of full academic year students meeting or surpassing the current career and college readiness benchmarks on the SAT (grade 11) in Evidence-Based Reading and Writing (EBRW) and Math.	For Math & EBRW, distribution (which will be in the form of percentages):  Exceeds: % CCR > state average by 20% or more Meets: School % CCR – State Average $\geq 0\% \leq 20\%$ Approaching: School % CCR – State Average $< 0\% \geq -20\%$ Does Not Meet: School % CCR – State Average $< -20\%$	EBRW: Current State Average Math: Current State Average
<b>In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:</b>			
<b>Trend Over-Time:</b>	The percentage of full academic year students meeting or surpassing the current career and college readiness benchmarks on the SAT (grade 11) in EBRW and Math over time (CY-AVG(PY1+PY2+PY3)) .	Trend score (which will be in the form of –x to +x):  Exceeds $\geq 6.0\%$ Meets $\geq 3.0\%$ Approaching $\geq 1.0\%$ Does not meet $< 1.0\%$	3.0%
<b>High School Growth:</b>	The percentage of students meeting or surpassing the expected growth between College Board (PSAT/SAT) assessments from spring to spring.	For Math & EBRW, distribution (which will be in the form of percentages):  Exceeds $\geq 70.0\%$ Meets $\geq 50.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	50%
<b>Comparative Career &amp; College Readiness:</b>	The percentage of students meeting or surpassing the current career & college readiness benchmarks on the SAT (grade 11) will surpass the school’s Composite Resident District percentage.	Portfolio Distribution (which will be in the form of –x to +x):  Exceeds $\geq 10.0\%$ Meets $\geq 5.0\%$ Approaching $\geq 0.0\%$ Does not meet $< 0.0\%$	+5%
<b>Comparative Graduation Rate:</b>	The 4-year graduation rate for students at the academy will meet or surpass the school’s Composite Resident District’s 4-year graduation rate.	Portfolio Distribution (which will be in the form of –x to +x):  Exceeds $\geq 10.0\%$ Meets $\geq 0.0\%$ Does not meet $< 0.0\%$	0%

**SECTION C**

**EDUCATIONAL PROGRAMS**

## **EDUCATIONAL PROGRAMS**

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

### **Mission**

Riverside Academy's ("Academy") mission is to promote lifelong learning by nurturing academic excellence, positive character and an appreciation of cultures.

### **Beliefs**

- All students are entitled to reach their highest potential and must be encouraged to strive for excellence through a meaningful educational experience.
- Academic work must be challenging for all students, taking them above and beyond state standards and tapping into their diverse learning styles.
- The Academy should provide an environment where students are comfortable with their unique heritage regardless of their ethnicity, religion, race or background.
- Learning is enhanced by diversity and the Academy must promote multicultural awareness.
- To be effective, the Academy must provide a safe, orderly and positive learning environment.
- Parents are partners in the learning process and educational success is most often achieved when parents seize opportunities for involvement and support.
- The Academy and community should be in a partnership that shares the responsibility of educating its citizens.
- Learning is a lifelong process.

### **INTRODUCTION**

The Michigan Academic Standards ("MAS") were used to guide the research, development and ultimate adoption of grade level curriculum across disciplines as well as a framework used by all Global Educational Excellence ("GEE") academies for prescribing instructional resources, methods and progressions.

Michigan adopted the Common Core State Standards ("CCSS") for mathematics and English language arts ("ELA") in June, 2010. All GEE academies have adopted guaranteed and viable curriculum resources. That is, adopted curriculum resources covering all grade-level standards, and there is adequate time created within Academy master schedules each day to implement the curriculum with fidelity. In addition to ELA and math, all GEE academies have adopted guaranteed and viable curriculum resources for science (NGSS), social studies (C3s) and Arabic.

### **MODEL OF CONTINUOUS IMPROVEMENT**

GEE's Model of Continuous Improvement requires teams of teachers and administrators to examine student performance data, to design and implement instruction and monitor results. The curriculum review process uses a parallel process of continuous improvement that includes the examination of curriculum, driven by student results over time, to determine what students should know, be able to do and understand, when content should be taught, and when and how student mastery will be assessed.

Curriculum development and renewal is a dynamic and continuous process in which the Curriculum and Instruction team plans with a content committee representing teachers, instructional coaches, administrators, curriculum directors and academic coordinators. The team evaluates the educational programs in a systematic and data-driven way. This process helps ensure that the curricula expectations for the Academy are rigorous, relevant and transparent. In addition, it guarantees that the curriculum is aligned with state and national standards. The GEE Curriculum Review and Renewal Plan outlines the process.

## **21<sup>ST</sup> CENTURY SKILLS**

21<sup>st</sup> century skills refers to a broad set of knowledge, skills, work habits, and character traits that are believed—by educators, school reformers, college professors, employers and others—to be critically important to success in today’s world, particularly in collegiate programs and contemporary careers and workplaces. Generally speaking, 21st century skills can be applied in all academic subject areas, and in all educational, career and civic settings throughout a student’s life.

The following list provides a brief illustrative overview of the knowledge, skills, work habits and character traits commonly associated with 21st century skills, which are woven throughout the fabric of all GEE core curriculum, at all grade levels:

- Critical thinking, problem solving, reasoning, analysis, interpretation, synthesizing information
- Research skills and practices, interrogative questioning
- Creativity, artistry, curiosity, imagination, innovation, personal expression
- Perseverance, self-direction, planning, self-discipline, adaptability, initiative
- Oral and written communication, public speaking and presenting, listening
- Leadership, teamwork, collaboration, cooperation, facility in using virtual workspaces
- Information and communication technology (“ICT”) literacy, media and internet literacy, data interpretation and analysis, computer programming
- Civic, ethical, and social-justice literacy
- Economic and financial literacy, entrepreneurialism
- Global awareness, multicultural literacy, humanitarianism
- Scientific literacy and reasoning, the scientific method
- Environmental and conservation literacy, ecosystems understanding
- Health and wellness literacy, including nutrition, diet, exercise, and public health and safety

## **MULTI-TIERED INSTRUCTIONAL FRAMEWORK**

The Multi-Tiered System of Supports (“MTSS”) model is predicated on the notion that all students can make adequate growth and that core programs should meet the needs of at least 80% of the student population. If this is not the case, the team needs to strategize to close the gap toward grade-level expectations. This means the School-wide MTSS team must evaluate the curricula for implementation with fidelity, course assignments/schedules, time on task, classroom data and classroom climate. The team then engages in difficult, yet productive, conversations about whether the implementation of the curricula is meeting the needs of 80% of all students, and plan prevention making sure that all students have access to high-quality developmentally appropriate tasks and intervention activities that target areas which data analysis suggests need attention (e.g.,

professional development, re-teaching of foundational skills, consistently re-emphasizing school rules and expectations, etc.).

The district academic and behavioral program is a multi-tiered plan, which includes three tiers of support designed to meet the instructional and behavioral needs of all children. Each level targets a specific group of learners, is supported by evidence-based instructional materials, and provides differentiated instruction and routine monitoring of progress. Instructional decisions regarding level of services are based on student performance outcomes on the MTSS Screener and class assessments.

### **CHAMPS**

The CHAMPS program, a classroom management system that encourages students to be motivated, engaged, and responsible, outlines expected behavior for students in each activity throughout the daily schedule. The acronym CHAMPS describes C-Conversation (Voice Level), H-Help (What to do if you need help), A-Activity (What tasks the students should be doing), M-Movement (What is the level of movement required), P-Participation (How can teacher tell if they are participating in the activity), and S-Success (If teacher can tell that students are meeting these expectations then they achieve success). Teachers review the CHAMPS expectations for each activity throughout the school day to ensure that students are clear on what the teacher expects of them.

### **SHELTERED INSTRUCTION PROTOCOL (“SIOP®”)**

SIOP® is a research-based method of instruction targeted toward meeting the academic needs of English Learners (“ELs”). SIOP® is an instructional model that contains 8 components and 30 features used to ensure ELs have their content and language needs met in mainstream classrooms.

### **INSTRUCTIONAL COACHES**

The K-12 GEE instructional coach team is composed of educational leaders who train teachers and provide resources, feedback, modeling (“I do, We do, You do”), and professional development to help schools meet instructional goals and school improvement goals. All GEE core teachers, across all GEE academies and grades, have an instructional coach whose responsibilities include, but are not limited to:

- Providing full-time, on-site, job-embedded professional development for classroom teachers.
- Providing awareness sessions at each school so that all staff members are informed of the Coach Program
- Collaborating with teachers to analyze student assessment data including achievement tests, classroom assessments, and student work samples through the data teams and MTSS teams
- Assisting in the establishment of building goals, strategies, and action steps, based on data analysis and work with staff.
- Documenting work performed, maintaining schedules, collecting data, and completing all other program requirements.
- Implementing GEE instruction and assessment strategies as presented in the PD sessions.

- Providing professional development for teachers through pre- and post-lesson conference sessions, team teaching, analysis of student work and assessment data, and discussion of researched-based practices.
- Assisting teachers in learning content, pedagogy, and assessment strategies to improve student learning and achievement.
- Attending all professional development sessions in their entirety each month.
- Honoring confidentiality of teacher and student data, documents, and communication.
- Informing teachers and Principal at least 24 hours before a change in schedule if possible.
- Providing awareness and facilitating attendance at professional development.

## MOODLE

All GEE academies use Moodle as their universal Learning Management System (“LMS”). Instructional coaches and principals need only learn and support one LMS. Master Moodle courses have been created by a GEE teacher team of master Moodle course creators. Over 10,000 daily Moodle lessons have been created for each core subject at each grade K-12. Master Moodle courses are available to all teachers, paraprofessionals and substitutes. All GEE teachers are expected to begin their lesson planning using their grade/subject(s) master Moodle lessons and then modify/differentiate in accordance with their students’ unique learning needs.

## CURRICULUM RESOURCES

Curriculum Resource	Online/Print	Grade Levels
<b>English Language Arts</b>		
Benchmark Advance <sup>®</sup>	Online/Print	K-5
Lexia <sup>®</sup> Core 5 <sup>®</sup>	Online	K-5
Heggerty	Online/Print	K-12
Learning A to Z	Online	K-5
Lexia Power Up Literacy <sup>®</sup>	Online	6-12
McGraw-Hill StudySync <sup>®</sup> ELA	Online/Print	6-12
<b>Mathematics</b>		
Bridges <sup>™</sup> in Mathematics	Online/Print	K-5
Dreambox	Online	K-12
Amplify Desmos Math	Online/Print	6-8
College Preparatory Mathematics (“CPM”)	Online	9-12
<b>Science</b>		
Amplify	Online/Print	K-8
OpenSciEd <sup>™</sup>	Online	9-11

<b>Curriculum Resource</b>	<b>Online/Print</b>	<b>Grade Levels</b>
<b>Social Studies</b>		
Savvas myWorld Interactive	Online/Print	K-5
TCI™ Social Studies	Online/Print	6-11
<b>EL Teacher Resources</b>		
NatGeo Reach Higher	Online/Print	K-12
Vista Get Ready!	Online/Print	K-12
NatGeo Lift	Online/Print	9-12
<b>Arabic</b>		
GEE Arabic Curriculum	Online/Print	K-11
<b>Art</b>		
GEE Art Curriculum	Online/Print	K-12
Abrakadoodle	Print	K-12
<b>PE/Health</b>		
Michigan Model for Health™	Online	K-12
<b>Credit Recovery</b>		
Imagine Learning Edgenuity	Online	9-12

## **CORE CURRICULUM GRADES K-12**

### **K-5 ENGLISH LANGUAGE ARTS**

#### Benchmark Advance

Benchmark Literacy program is a comprehensive, research-proven program that empowers both experienced and beginning teachers with best-practice tools for vertically aligned K-5 reading, writing, speaking, listening and language instruction:

- Pre-, ongoing, and post-assessment
- Gradual-release mini-lessons with built-in choice
- High-quality informational, narrative, and opinion/argument texts
- Complex texts for close reading applying text-dependent strategies
- Differentiated support for English learners and special needs students
- Customized professional development services
- State-of-the-art interactive technology
- Builds foundational skills—such as phonics, word study and fluency—to produce proficient readers
- Scaffolds ALL students to access complex informational and literary texts during whole-group lessons
- Guides students to use text evidence in close reading
- Provides opportunities for students to develop collaborative conversations

- Develops writers by teaching writing process and writing to sources

### Lexia Core 5

Lexia Reading Core5 provides a personalized, data-driven approach through a system of student-driven learning online, and targeted instruction by a teacher or paraprofessional. It empowers students of all abilities in grades pre-K-5 to build fundamental literacy skills through technology and direct instruction.

Lexia Reading Core5 covers the six areas of reading instruction (phonological awareness, phonics, structural analysis, automaticity, vocabulary and comprehension), including activities focused on academic vocabulary through structural analysis. This begins with oral language and listening comprehension, building to reading comprehension. The program aligns to rigorous reading standards, including the Common Core State Standards.

### Heggerty K-5

Heggerty Phonemic Awareness lessons supplement the Benchmark Advance curriculum. Lessons are taught consistently each day with explicit teacher modeling and scaffolded support, so teachers see improvement in students' reading, spelling, and writing, as the students learn to hear the sounds in words.

Heggerty lessons cover all consonants, short vowels, digraphs, blends, vowel words and rime patterns. In addition, lessons cover long vowels, R-controlled vowels, special vowel sounds, multisyllabic words and include decoding and increased complexity of words and tasks for multiple skills.

Heggerty Phonemic Awareness also includes systematic phonemic awareness intervention lessons for students during remediation block time. These lessons are used in small groups or with individual students who struggle to decode words automatically.

### Learning A to Z K-5

Raz-Plus is a blended learning platform that combines teacher-led whole-class and small-group instruction with technology-enabled resources for personalized reading practice. Learning A to Z is a suite of literacy applications with: leveled and interactive e-books; personalized differentiated reading instruction and practice, and assessment.

## **6-12 ENGLISH LANGUAGE ARTS**

### McGraw-Hill StudySync ELA

StudySync is a complete ELA curriculum designed to meet the rigorous academic needs of today's classroom. In print or online, StudySync is designed to engage every student, because every student deserves the same opportunity and access in the classroom, regardless of his or her native language, learning level or physical, social and emotional ability.

StudySync's unique blend of contemporary and classic literature comes together with the program's rigorous reading routines to dynamically instruct students toward mastery. Embedded skill lessons ensure students build foundational language and comprehension skills, as well as reading, writing, and research on inquiry skills every day. Resources are organized around a first

read, a close read, and an associated skill lesson. ELL skill lessons emphasize explicit vocabulary instruction, language acquisition, and reading comprehension. Extended Writing Projects (“EWP”) guide students through the process of writing multi-paragraph essays in a variety of forms. Explicit writing instruction through a combination of writing process and skill lessons, guide students through the stages of planning, drafting, revising, editing and publishing. Self, peer and teacher evaluations are embedded in every unit lesson to provide teachers a wide variety of short and longer cycle formative assessment options. End-of-unit summative assessments combine progress monitoring tools and targeted lessons for re-teaching and remediation to meet the needs of all learners. The peer review platform creates a community of writers giving students an authentic audience to provide immediate feedback every time they write. Anonymous peer review helps build students into skilled writers and critical thinkers.

### Lexia Power Up

Lexia PowerUp Literacy is designed to help students in grades 6 and above become proficient readers and confident learners. PowerUp helps educators simultaneously address gaps in fundamental literacy skills while helping students build the higher-order skills they need to comprehend, analyze, evaluate, and compare increasingly complex literary and informational texts. Blending online student-driven explicit instruction with offline teacher-delivered lessons and activities, Lexia PowerUp empowers secondary teachers to:

- Address the instructional needs of a wide range of reader profiles
- Engage, challenge, and motivate students to take ownership of their learning
- Help students develop the skills they need to succeed in content-area classes

## **K-5 MATH**

### Bridges in Mathematics

The elementary Bridges in Mathematics program lays the groundwork for mathematical literacy at an early age. The students are introduced to strands in algebra, data and probability, geometry, measurement, numeration, patterns and functions. The instruction is structured to provide multiple exposures to topics and frequent opportunities to review and practice skills.

*Bridges in Mathematics* is a comprehensive K–5 curriculum that equips teachers to fully implement the MAS for mathematics in a manner that is rigorous, coherent, engaging and accessible to all learners.

The curriculum focuses on developing students’ deep understandings of mathematical concepts, proficiency with key skills and ability to solve complex and novel problems. *Bridges* blends direct instruction, structured investigation and open exploration. It taps into the intelligence and strengths of all students by presenting material that is as linguistically, visually and kinesthetically rich as it is mathematically powerful.

## **6-12 MATH**

### 6-8 Amplify Desmos Math

Amplify Desmos Math helps teachers cultivate a classroom of eager, collaborative learners by starting with student ideas and building to robust grade-level learning for every student every day. Desmos Math combines interactive problem-based lessons with explicit instruction,

reinforcement, and practice to enable students to develop math proficiency that lasts. Lessons set a strong foundation in procedural and fact fluency, deepen understanding of concepts, and enable students to apply learning to real-world tasks. The program offers a problem-based approach that gets results by developing deep conceptual understanding, procedural fluency and application. Technology connects the classroom, fostering collaboration, discourse and perseverance in problem solving. Students' natural curiosity leads to deep understanding and math learning that lasts a lifetime.

### 9-12 College Preparatory Mathematics (CPM)

CPM is a student-centered curriculum where students work in study teams of 2-4, which provide for student discourse and sharing of ideas along with allowing students to take risks, question and refine their ideas. The program takes a problem-based approach where problems are engaging, non-routine, thought-provoking tasks. Embedded questioning allows students to construct their knowledge. Teamwork creates safe productive struggle on challenging problems and students make sense of the mathematics they are learning.

CPM is grounded in an extensive and growing research base supporting CPM's Three Pillars: Collaboration, Problem-Based Learning and Mixed Space Practice. Students explore the connections within math with topics that are interweaved throughout the course. Mixed, spaced practice keeps topics fresh in students' minds and illuminates connections throughout the year.

CPM has e-tools for exploration, virtual homework help, parent guides, lesson mathcasts for teachers and noteworthy professional development to ensure teachers, students and families all have the support necessary to grow.

### **DREAMBOX**

DreamBox is a supplemental K-8 digital math program designed to complement both Bridges and AgileMind and is used in grades 9-12 when appropriate. The DreamBox platform combines a rigorous, research-based, pedagogically sound curriculum aligned to the MAS with a highly motivating learning environment. Gaming fundamentals are leveraged to motivate students to persist and progress, which leads to increased understanding and achievement. The Intelligent Adaptive Learning technology tracks each student interaction and evaluates the strategies used to solve problems. It then immediately adjusts the lesson and the level of difficulty, scaffolding, sequencing, number of hints, and pacing as appropriate. This allows students, whether struggling, at grade level, or advanced, to progress at a pace that best benefits them and deepen conceptual understanding.

### **K-5 SOCIAL STUDIES**

#### Savvas

*Savvas's myWorld Interactive* series inspires students to develop global competencies for active, informed citizenship. The series emphasizes project-based learning to explore the world's places, systems, and cultures. The programs include strong ELA/literacy connections and multiple teaching options. Lessons promote critical thinking, problem solving, evidence-based reasoning, and communications skills. *myWorld Interactive* is the student-centered curriculum that helps implement the MAS and the College, Career, and Civic Life ("C3") Framework for Social Studies to create active, responsible citizens who can make a difference.

## **6-11 SOCIAL STUDIES**

### TCI

The *TCI Social Studies* curriculum provides various print and online support tools to meet teacher needs and the unique learning needs of students. Each lesson includes adjustments to support English Learners, Learners with Special Education Needs, Learners Reading and Writing Below Grade Level, and Advanced Learners. TCI's programs are designed with one primary goal: to help students master the essential skills and knowledge. To this end, every unit includes primary sources and activities to make the lessons more inquiry-based and to help students develop critical-thinking skills. TCI's curriculum is aligned with Michigan MC3 state standards.

## **K-8 SCIENCE**

### Amplify

Amplify Science is a K–8 science curriculum that blends hands-on investigations, literacy-rich activities, and interactive digital tools to empower students to think, read, write, and argue like real scientists and engineers. The program engages students in scientific inquiry. Students use inquiry to develop questions and apply skills to plan how to find answers to the questions. This leads to opportunities such as conducting investigations through research, experiments and interviews with experts. Students then reflect on the learning, make connections between content and their everyday lives and share the outcomes of discoveries.

## **9-11 SCIENCE**

### OpenSciEd

In OpenSciEd classrooms, students learn science through discovery. Developed by leading science researchers and educators, our instructional model is designed to align with how students learn best. The curriculum is phenomena-based and centers student-led questioning, investigating, and problem-solving, with teachers supporting students as learning facilitators, rather than lecturers. This approach fosters a classroom culture where everyone matters and is heard, building unique skills for educators and students, and empowering them in their education journey.

Guided by the belief that high-quality educational materials should be available to everyone, all OpenSciEd materials are open-source, also known as open educational resources. They are free for all educators and students to use — and can be shared, redistributed, and freely adapted into customized curriculum. The Academy builds upon OpenSciEd materials to accommodate students' needs, cultures, languages, and local contexts.

The High School Design Specifications describe what the Academy wants science learning to look like for every student, and therefore guides the materials development process and implementation support. The Instructional Model brings those specifications to life in the classroom. Both the Specifications and the Instructional Model are based on *A Framework for K-12 Science Education* and the resulting Next Generation Science Standards ("NGSS"), including the emphasis on three-dimensional learning that integrates science and engineering practices, crosscutting concepts, and disciplinary core ideas.

## **WORLD LANGUAGES**

### Arabic Language

The Academy has developed a comprehensive kindergarten through eleventh grade standards-based Arabic curriculum focused on Michigan's 5 Cs (i.e. Communication, Cultures, Connections, Comparisons and Communities). The Arabic language courses provide students with the tools necessary to communicate in real-life situations, to enhance cultural awareness and to inspire lifelong learning in a global society.

Arabic is offered to all students on a daily basis. Proficiency levels are based on American Council of the Foreign Languages' ("ACTFL") pyramid beginning with novice (e.g., low, mid and high), continuing on to intermediate (e.g., low, mid and high) and ending with pre-advanced (e.g., low, mid and high).

Arabic thematic unit materials have been developed and are used in the classrooms. One theme per month is covered for eight consecutive months, allowing the month of June for review. Arabic language skills are developed sequentially and progressively from letters to words, phrases, sentences, paragraphs and final essay compositions. Unit assessments are teacher-made assessments and used with every unit. Furthermore, two proficiency assessments are given to measure annual progress in listening, reading and writing language skills.

The Arabic language curriculum:

1. Provides assessment goals at each proficiency level aligned with national and state standards.
2. Provides a progression of communicative functions in the target language.
3. Recommends opportunities for authentic practice in communication.
4. Provides resources on a variety of cultural topics.
5. Promotes divergent and critical thinking.
6. Identifies cross-curricular activities.
7. Supports academic achievement in other disciplines.
8. Reinforces skills in the students' first language (reading comprehension, grammar/mechanics and writing/speaking).
9. Promotes awareness of a diverse multicultural society.
10. Provides opportunities for interpersonal interaction using the target language with native speakers.
11. Prepares the students to be global citizens by broadening the students' understanding of the world.

### **EXTRA-CURRICULAR ACTIVITIES**

Co-curricular and the extra-curricular programs are integral parts of the Academy and provide a rich variety of activities for children to participate in after the academic program has finished, and during school hours. Sports, clubs, and activities are encouraged to enhance the personal, social, and physical skills of students as well as to support students as they explore various global cultures and strengthen their cognitive skills. Based on student interest, some of the offerings may include soccer, science, special art workshops, speech and debate teams, personality development classes, Foreign Language as well as other sports based on student and parent interest. Current GEE co-

and extra-curricular activities at the Academy include: Art, Honor Society, National Honor Society, Robotics, Environmental Awareness, Student Council, Peer Mediation and numerous athletic opportunities, both inter- and intra-scholastic. Some activities are held weekly while others are offered periodically or as community resources and opportunities present themselves to enrich the students' experience.

The Academy students in the upper grades are encouraged to work in the local community as a part of the character education program in the curriculum. This not only prepares the older students for the world of work and higher education, but also gives back to the community.

## **INTERNATIONAL EXTRA-CURRICULAR ACTIVITIES**

### **Destination Jordan**

To support foreign language studies and cultural awareness, the Academy's Educational Service Provider, GEE, has cultivated an overseas partnership with The University of Jordan to develop the Global Passage program. The purpose of the program, when funding is available, is to enhance student learning of the Arabic language by immersing students in an Arabic-speaking country.

The program is available to high school seniors who are selected by a GEE committee through an application process. To assist in the process, a local university uses the Academy-developed rubric to review applications and determine final student selections. A planned course of study occurs in the summer months and includes four hours of daily foreign language instruction, led by The University of Jordan instructors and four hours of daily cultural activities. In addition, the cultural awareness component elevates and deepens the student's understanding of Arab culture through various cultural field trips (i.e. the Dead Sea, city tours, Petra, Jarash and museums).

## **TECHNOLOGY**

The Academy's guidelines for technology instruction are designed to equip students with the technology skills to use 21st Century tools to develop learning skills. The Academy has identified key computer technology topics with which students will demonstrate proficiency as students progress through the grades.

Code.org is dedicated to expanding access to computer science in schools and increasing participation by women and underrepresented minorities. Every student in every academy has the opportunity to learn computer science, just like biology, chemistry or algebra, Code.org provides the leading curriculum for K-12 computer science in the largest school districts in the United States and Code.org also organizes the annual Hour of Code campaign which has engaged 10% of all students in the world.

## **ONLINE CLASS DELIVERY**

The Academy utilizes Imagine Learning Edgenuity as a teacher-supervised online delivery program that is aligned with state and national curriculum standards. The Imagine Edgenuity virtual courses are customized to meet students' individual academic needs. The online delivery program provides students with the opportunity to fulfill graduation requirements through credit recovery for courses previously failed, original credit for courses not yet taken and AP courses for gifted and talented students.

## **PHYSICAL EDUCATION/HEALTH EDUCATION CURRICULUM**

The physical education curriculum is based on Michigan's physical education content expectations. The Academy uses the GEE Physical Education curriculum which is aligned to national and state standards. This curriculum is developed to instruct students in physical education and promote lifelong physical activity. The health education program includes requirements set forth by the State of Michigan. The Academy uses the Michigan Model for Health, which has been developed by Michigan educators to meet the state requirements for teaching health.

## **ART CURRICULUM**

The art curriculum follows the MAS for Visual Arts, Music, Dance and Theatre for credit guidelines. To ensure students have a foundation and experience in the creative/artistic process, the units are developed as either stand-alone units or units that are incorporated into the core content curriculum. Each unit includes opportunities to engage in the dynamic artistic process using questions, problems, reflections and revisions to craft and shape the artistic vision. Students explore the history of artistic expression from a variety of time periods and cultures to develop a critical stance. Additionally, students use a variety of mediums (e.g., sculpture, painting, photography, calligraphy, graphic arts and textile design) to draft preliminary designs and revise/edit the preliminary work to meet the demands of a particular technique or concept. Students also engage in collaborative discussion and critiques to better refine creative work.

## **Early Childhood Education Program**

The Academy operates an early childhood education program (Pre-Kindergarten and/or 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 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.

## **EDUCATIONAL DEVELOPMENT PLANS**

The State of Michigan requires schools to provide an opportunity for students to begin developing an Educational Development Plan ("EDP") in Grade 7 and requires that every student has an EDP before entering high school. By preparing the initial EDP in middle school, students can better plan their high school curriculum to meet their post-school goals. The EDP is a secondary/postsecondary planning tool to direct the student's educational plan and career planning activities. The Academy uses a Web-based system, Xello, to help students write their education and career goals, including strategies and high school classes that will help them reach these goals. The development of the EDP is completed with the assistance of a school counselor, adept in career development facilitation. All students in grade 7 are required to develop an EDP with guidance from school advisors which is reviewed again in grade 8. When applicable, parents and community contacts are also included. EDPs are "living" documents, updated as student interests and abilities become more obvious and focused. A student's EDP is reviewed and updated on at least an annual

basis. An EDP process could also include yearly work samples that document the student's progress toward anticipated goals and accomplishments. The academy establishes times to annually review EDPs and update them as students choose and change high school courses or career pathways.

### GRADUATION REQUIREMENTS

The Michigan Merit Curriculum will be met and exceeded by completing the Academy's high school graduation requirements. The Academy requires students to earn twenty-three (23) academic credits and to complete at least seventy-five hours of community service.

Department	Credits	Clarification
English	4.0	Students take four courses of English.
Mathematics	4.0	Students take four courses of math: Algebra I, Geometry, Algebra II and one other math course. One of those must be taken senior year.
Science	3.0	Students take Biology, Chemistry and Physics.
Social Studies	3.0	Students take U.S. History and Geography, Civics, Economics, and World History and Geography.
Arabic/Foreign Language	3.0	Students take three credits of Arabic.
Visual/Performing Arts	1.0	Students take at least one credit of visual arts
Physical Education/Health	1.0	.5 credit of each is required
Electives	4.0	Students have several options based on their interest, need and career pathways.
Online Learning		Throughout the high school required course of study, students must use technology as part of a course, as the primary means or as an integrated learning experience.
Community Service		75 hours of Community Service are required.

### DUAL ENROLLMENT

The Academy provides high school students, who meet specific academic requirements, the opportunity to earn college credit through dual enrollment. Dual enrollment students take courses not offered by the Academy for post-secondary credit. Eligibility for students in ninth through twelfth grades include meeting PSAT™/SAT® scores or college placement exams and cumulative grade point average criteria.

Grade Level	Overall GPA	Assessment	Test Selection Content Area	Minimum Dual Enrollment Qualifying Score
Freshmen	3.75 (Sem. 2 only)	PSAT 8/9	Mathematics	510
			Reading & Writing	460
Sophomore/Junior	3.75	PSAT NMSQT PSAT 10	Mathematics	510
			Reading & Writing	460
Senior	3.50	SAT	Mathematics	530
			Reading & Writing	480

Note: Minimum Dual Enrollment Qualifying Score is pulled from the MDE’s Dual Enrollment section on the State website. The Academy does not disqualify a student from dual enrollment if the student does not meet one of the criteria.

**SPECIAL EDUCATION**

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

**EDUCATIONAL ASSESSMENT PLAN**

<b>Grade Level</b>	<b>Assessment</b>	<b>When Administered</b>
K-12	WIDA	Spring
K-11*	EasyCBM	Continuously as needed
K-11	NWEA® MAP® Growth™ reading and math	Fall, Winter and Spring
K-5	Fountas & Pinnell Benchmark Assessment System	Fall, Winter & Spring
K-12	Unit Common Assessments	Ongoing
3-8 and 11	Applicable State Assessment (MSTEP)	Spring
8-10	PSAT	Fall and Spring
11	PSAT NMSQT	Fall
11	Michigan Merit Exam (MME), SAT	Spring

*\*For students with IRIPs or in need of intervention*

Assessments are used to guide instruction for teachers, students and parents to plan learning throughout the school year. Each assessment provides teachers, students and parents with targets that prepare students for the challenges of college, work and life. The assessments are given at designated times throughout the school year and students receive regular feedback on academic progress. The Academy-based summative and formative assessments include developed pre- and post-unit assessments for all core content areas to determine students' progress in mastering the MAS. In addition, teachers meet biweekly in data teams to review students' progress toward the mastery of standards and develop tiered instruction to meet the needs of both struggling students and students who need to be challenged.

The NWEA® MAP® Growth™ assessment is the primary diagnostic and interim assessment used to determine the academic strengths and weaknesses of students. The detailed reports inform the administrator, teacher, parent and student of the areas of strength as well as areas where academic support is needed. Teachers and students develop an individual learning plan with annual goals for each student after the administration of the MAP® Growth™ assessment. The MAP® Growth™ assessment assists teachers and students in determining the focused areas of study for improvement during the year. Students are then assessed in the winter and spring of the same school year to determine academic progress. This data is also used in the classroom and with online programs, such as *Dreambox*, *Lexia Core 5* and *Power Up*. The online programs, accessed both at Academy and home, are used to improve mastery of concepts on specific standards.

In addition to standardized assessments and teacher-created formative and/or summative assessments, students are encouraged to ask questions, to inquire, explore and research in order to develop a broader sense of the world. With the support of instructional staff, students are able to make connections between the theoretical learning of the classroom and the application required in the community outside the Academy.

### **CHARACTER EDUCATION**

The Academy places an emphasis on character development and cultural awareness on a global scale. Students learn about the values of Respect, Responsibility, Appreciation, Commitment, Cooperation, Creativity, Curiosity, Empathy, Integrity, Tolerance, which are integrated into the curriculum.

The Academy also uses the Positive Action program – a comprehensive coherent program that has components for all parts of the school, the family, and the community. It works on many levels of the school—from the individual to the classroom to the entire school system. Positive Action addresses all areas of the self: the physical, intellectual, and social/emotional. It is both a content area and a teaching method. Within its curriculum, it teaches standards of achievement in every content subject area directly and applied. It is also integrated into all subject areas.

Positive Action is taught at every level of learning: cognitive, affective, and behavioral. It goes to the very heart of why we do things—to feel good about ourselves. It also brings all the power of positiveness to all participants so potential is reached and barriers are removed. It brings feelings of joy, accomplishment and satisfaction to all participants. The synergy of all these dynamics working together improves behavior, school performance, self-concepts and attendance.

## **PROFESSIONAL DEVELOPMENT**

GEE believes that teaching is a unique combination of art and science requiring an understanding of the interrelationship of students, subject matter, school, and community. A growing body of research describes the science of teaching by delineating practices, philosophies, and dispositions that have proven to be effective in enhancing student learning and development.

When teachers consider their professional growth and development, it is important to reflect on the subtleties and nuances of the art of teaching while examining the skills and techniques of the science of teaching. An appreciation of both the art and science of teaching is at the heart of understanding the complexities of the profession.

Dialogue, reflection, and feedback about teaching are of utmost importance to the growth and development of teachers. GEE academies use the *Charlotte Danielson Framework for Teaching* for teachers and the *Marzano School Leader Evaluation Model* for principals.

In addition to the daily training afforded by the instructional coaching staff, GEE provides timely, job-embedded and targeted professional development (“PD”) on the continuum:

- August PD days are held in “mini-conference” break-out session format wherein teachers select from myriad PD topics for which sessions are created and led by master teachers, consultants and/or instructional coaches.
- Three hours are reserved each Friday for needs-assessment-based PD (Curriculum, Instruction, Classroom management, content specific et al) and/or Teacher Collaboration Time.

## **EDUCATIONAL PROGRAM EVALUATION**

The Academy employs various methods to evaluate its education program to ensure it meets academic standards, student needs, and MICIP goals. As outlined above, these methods include:

The Academy uses standardized and normed tests such as NWEA and MSTEP to measure student achievement in core subjects like math, reading, and other core subjects. These tests provide quantitative data on student performance and help assess the effectiveness of curriculum and instruction.

Academy teachers regularly administer formative assessments (e.g., quizzes, classwork) to gauge student understanding and adjust instruction accordingly. Summative assessments (e.g., end-of-unit tests, final exams) are used to evaluate student learning longitudinally.

The Academy ensures that curriculum content aligns with academic standards and learning objectives. Curriculum scope and sequence pacing guides help Academy teachers track the implementation of the curriculum with fidelity across grade levels and subjects.

The Academy principal, the instructional leader, conducts regular walkthroughs, classroom observations and teacher evaluations to assess instructional quality, adherence to curriculum standards, and the implementation of the ambitious instructional practices. Feedback from these evaluations informs professional development efforts.

Academy MTSS-Data teams analyze student performance data to identify trends, strengths, and areas for improvement. This also includes disaggregating data by demographic groups to address achievement gaps and ensure equity.

The Academy gathers feedback each spring from parents and students through surveys to assess satisfaction with the educational program, school climate, and extracurricular offerings. This input helps identify areas of success and areas needing improvement.

The Academy engages stakeholders, including parents, students, teachers, administrators, and community members in the evaluation process through principal coffees, Open Houses, Curriculum Nights and some committees that include parents and members of the community. These additional perspectives make for better informed decision-making and program improvement efforts.

The Academy reviews and audits the education program by external evaluators and accrediting agencies, such as Cognia® and the Academy's Authorizer, which provides an independent assessment of program effectiveness and compliance with Authorizer and Michigan Department of Education regulations.

The Academy uses data-driven decision-making processes, guided by the Academy's MTSS-Data Team Handbook to inform instructional strategies, resource allocation, and policy/program development. This approach ensures that decisions are grounded in/on both research and evidence and aimed at improving student outcomes.

The Academy has long established a cycle of continuous improvement through the work of its MICIP team, job-embedded professional development offerings, and its regular MTSS-Data cycles throughout each school year, wherein evaluation findings drive ongoing changes to its education program. This cyclical process, which also includes the curriculum research and renewal 5-year cycle for all core disciplines, ensures that the education program evolves in response to emerging needs and challenges.

By employing a combination of these evaluation methods, the Academy assesses the effectiveness of its education program comprehensively and makes informed decisions to enhance student learning and success.

**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 Benchmark Advance® English language arts (“ELA”) for grades K-5; McGraw-Hill StudySync® ELA for grades 6-12; Bridges™ in Mathematics for grades K-5; Amplify Desmos Math for grades 6-8; College Preparatory Mathematics (“CPM”) for grades 9-12; Amplify science for grades K-8; OpenSciEd™ science curriculum for grades 9-11; Savvas MyWorld Interactive social studies curriculum for grades K-5; TCI™ Social Studies curriculum for grades 6-11; GEE Arabic curriculum for grades K-12; Michigan Model for Health™, Exemplary Physical Education Curriculum™ (“EPEC™”) and Imagine Learning Edgenuity virtual courses as a curriculum.

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

- GEE Rubicon Atlas <https://gee-academies-public.rubiconatlas.org/Atlas/Public/View/Default>
- Benchmark Education <https://gee-edu.benchmarkuniverse.com/>
- Study Sync <https://www.studysync.com/products/ela>
- Bridges In Mathematics <https://bridges.mathlearningcenter.org>
- Amplify Desmos Math <https://amplify.com/programs/amplify-desmos-math/>
- CPM <https://cpm.org/ccg-cca-cca2-table-of-contents/>
- Amplify Science <https://amplify.com/programs/amplify-science/>
- OpenSciEd <https://www.openscienced.org/highschool/>
- Savvas My World/Realize <https://www.savvas.com/index.cfm?locator=PSZu4e>
- TCI Social Studies <https://www.teachtci.com/social-studies/>
- Michigan Model for Health <https://www.michiganmodelforhealth.org/>
- EPEC <http://www.michiganfitness.org/epec/>
- Imagine Edgenuity <https://www.edgenuity.com>

### **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

## 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 Language Arts 9	9	Arabic I	Any
English Language Arts 10	10	Arabic II	Any
English Language Arts 11	11	Arabic III	Any
English Language Arts 12	12		Any
Mathematics ( <i>minimum 4</i> )		Visual, Performing & Applied Arts ( <i>minimum 1</i> )	
Algebra I	9	Art	Any
Intensified Algebra I	9		
Geometry	10	Other	
Intensified Geometry	10	Introduction to Business	11
Algebra II	11	Journalism	11
Intensified Algebra II	11	English Lab	9, 10, 11
Pre-Calculus	12	Advanced Writing I	9
Statistics	12	Advanced Writing II	10
Science ( <i>minimum 3</i> )		English Foundations I	Any
Biology	9	English Foundations II	Any
Chemistry	10	AP Research	11
Physics	11	AP Seminar	12
Social Studies ( <i>minimum 3</i> )		Virtual Courses***	
US History and Geography	9	Imagine Edgenuity	Any
Civics and Economics	10		
World History and Geography	11		
Physical Education & Health ( <i>minimum .5 each</i> )		Off Campus Courses	
Physical Education	9	Dual Enrollment	10-12
Health	9		

\* 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 of this Contract and all state-mandated assessments.

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## **APPLICATION AND ENROLLMENT OF STUDENTS**

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

### **Enrollment Limits**

The Academy will offer kindergarten through twelfth grade. The maximum enrollment shall be 1,300 students across the East Campus and West Campus sites identified in Schedule 6 of the Contract. Enrollment will be distributed over the sites as follows:

East Campus: No more than 780 students may be served at this Site.

West Campus: No more than 720 students may be served at this Site.

The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

### **Requirements**

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

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan school district.
- The Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy unless the appropriate grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

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

- A sibling of a pupil enrolled in the Academy.
- A pupil who transfers to the Academy from another public school pursuant to a matriculation agreement between the Academy and other public school that provides for this enrollment priority, if all of the following requirements are met:
  1. Each public school that enters into the matriculation agreement remains a separate and independent public school.
  2. The Academy shall select at least 5% of its pupils for enrollment using a random selection process.
  3. The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who

was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.

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

### **Matriculation Agreement**

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

### **Application Process**

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy's open enrollment period shall be a minimum of two weeks (14 calendar days) in duration and shall include evening and weekend times.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the Academy's next open enrollment period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the Center.

### **Legal Notice or Advertisement**

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

### **Re-enrolling Students**

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

### **Random Selection Drawing**

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

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

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

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

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

**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

## **SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

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

### **School Calendar**

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

### **School Day Schedule**

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

**SECTION H**

**AGE OR GRADE RANGE OF PUPILS**

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

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

The Academy will enroll students in kindergarten through 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 of Contract.