

# **OAKLAND UNIVERSITY**

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

ISSUED TO:

**Caniff Liberty Academy**  
(A PUBLIC SCHOOL ACADEMY)

BY THE

**OAKLAND UNIVERSITY  
BOARD OF TRUSTEES**  
(AUTHORIZING BODY)

Initial Contract Authorized: June 27, 2012  
Restated Contract Issued: July 1, 2017

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**BOARD ACTION**





Office of the Vice President for Legal Affairs,  
General Counsel and  
Secretary to the Board of Trustees

205 Wilson Hall  
Rochester, Michigan 48309-1401  
(248) 370-3112 Fax: (248) 370-4474

## BOARD ACTION

March 29, 2012

The Board of Trustees at its meeting of March 28, 2012, approved the following resolution with five affirmative votes from Trustees Henry Baskin, Monica E. Emerson, Michael R. Kramer, Jacqueline S. Long, and Mark E. Schlussel, and three negative votes from Trustees Richard A. Flynn, Ronald E. Robinson and Jay B. Shah:

WHEREAS, the Michigan Revised School Code of 1976, as amended permits the Board to authorize the establishment from time to time of public school academies meeting the requirements of the Board and the requirements of applicable law; and

WHEREAS, on October 5, 1995, the Board approved the Oakland University Policy on Public School Academies and Criteria for the Evaluation of Applications; and

WHEREAS, on May 2, 2007, the Board approved an amendment of the Criteria for the Evaluation of Applications; and

WHEREAS, the University has received the Academy's application requesting that the Board authorize the Academy as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to authorize the Academy as a public school academy; now therefore, be it further

RESOLVED, that the application submitted by the Academy meets the requirements of the Board and of applicable law, and, be it further

RESOLVED, that the Board approves the application of the Academy; and, be it further

**BOARD ACTION**

March 29, 2012

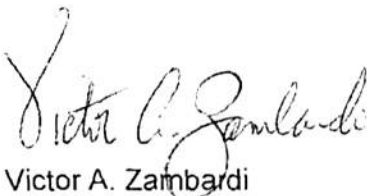
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RESOLVED, that the Board appoints for the Academy the initial Board of Directors identified in Attachment D attached hereto; and, be it further

RESOLVED, that the University administration shall negotiate and finalize an agreement to organize and administer a public school academy for the Academy, in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Revised School Code of 1976 as amended; and, be it further

RESOLVED, that the term of the agreement to organize and administer a public school academy with the Academy shall expire no later than June 30, 2027; and, be it further

RESOLVED, that the agreement to organize and administer a public school academy shall be reviewed and approved by the Office of the Vice President for Legal Affairs prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel.



Victor A. Zambardi  
Vice President for Legal Affairs,  
General Counsel and  
Secretary to the Board of Trustees

VAZ/jrs

Attachment

**ADDITION OF CANIFF LIBERTY ACADEMY AS AN OAKLAND UNIVERSITY  
PUBLIC SCHOOL ACADEMY**

**A Recommendation**

1. **Division and Department:** Academic Affairs - Public School Academies and Urban Partnerships, School of Education and Human Services ("PSA Office").
2. **Introduction:** Governor Rick Snyder signed a bill into law (PA 277 of 2011) on December 20, 2011. A key provision of the law phases out the cap on university authorized charter schools over the next three years. As a result of this law, university authorizers have been presented with an opportunity to authorize additional public school academies beyond the legislatively imposed limit that had been previously in place. Oakland University ("University") along with other authorizing universities has established a common application period from January 1<sup>st</sup> to February 1<sup>st</sup> of each year with the intent to solicit applications in the event of a school closing or changes to legislation such as occurred in 2010 with the establishment of the School of Excellence designation, and most recently PA 277 of 2011. During the past year, 20 applications received during the 2011 common application period were extensively evaluated by the PSA Office, which now recommends that Caniff Liberty Academy ("Academy") be authorized by the University as a new public school academy. The Academy will open for the 2012-13 school year in its proposed location in Hamtramck, Michigan and is anticipating an enrollment of 350 students in grades K-6. The Academy plans to enroll 400 students in grades K-7 for the 2013-14 school year, and add an additional grade in 2014-15 to reach its full enrollment of 450 K-8 students.

The PSA Office also recommends that the Academy's agreement to organize and administer its public school academy be for a term not to exceed 15 years, running coterminous with the Academy's academic school year, or through June 30, 2027. Although a 15 year term is requested, the initial term will be five years, renewable by the University based upon the Academy's performance for up to an additional ten years. The Academy will be authorized to operate a program ranging from Pre-kindergarten to Grade 12.

Public school academies in Michigan were created by statute in 1994. Since that time, the Michigan Department of Education ("MDOE") has standardized the requirements for agreements to organize and administer public school academies. The authorizing agreement for the Academy incorporates the standardized MDOE requirements, and will be reviewed and approved by the Office of the Vice President for Legal Affairs prior to execution, and will be in compliance with the law and University policies and regulations and conform to the legal standards and policies of the Vice President for

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Legal Affairs and General Counsel. The University will be able to terminate the agreement to organize and administer the Academy upon an Academy breach, or the Academy's failure to fulfill any of the statutory requirements applicable to public school academies, without any liability to the Academy, to any pupil, parent, guardian or any other person.

3. **Previous Board Action:** On October 5, 1995, the Board approved Oakland University's Policy on Public School Academies. On May 2, 2007, the Board approved the amendment of the Criteria for the Evaluation of Applications.

4. **Budget Implications:** Oakland University receives three percent (3%) of the state school funding received by each of the Academies as an administrative fee for oversight.

5. **Educational Implications:** The philosophy of the Academy is aligned with that of Oakland University's School of Education and Human Services ("School") and will be able to strengthen the mission of the School. With its focus on servicing a diverse ethnic and English Language Learner population, the Academy will offer experiential learning opportunities for the School's teacher interns. Furthermore, the Academy will educate a well rounded and high achieving student body which in turn may become future Oakland University students.

6. **Personnel Implications:** There are no personnel implications associated with this resolution.

7. **University Reviews/Approvals:** The Academy's application was reviewed and recommended by the Public School Academy Office and the Review Committee. The recommendation was approved by the Dean of the School of Education and Human Services and the Senior Vice President for Academic Affairs and Provost.

8. **Recommendation:**

WHEREAS, the Michigan Revised School Code of 1976, as amended permits the Board to authorize the establishment from time to time of public school academies meeting the requirements of the Board and the requirements of applicable law; and

WHEREAS, on October 5, 1995, the Board approved the Oakland University Policy on Public School Academies and Criteria for the Evaluation of Applications; and

WHEREAS, on May 2, 2007, the Board approved an amendment of the Criteria for the Evaluation of Applications; and



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WHEREAS, the University has received the Academy's application requesting that the Board authorize the Academy as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to authorize the Academy as a public school academy; now therefore, be it further

RESOLVED, that the application submitted by the Academy meets the requirements of the Board and of applicable law, and, be it further

RESOLVED, that the Board approves the application of the Academy; and, be it further

RESOLVED, that the Board appoints for the Academy the initial Board of Directors identified in Attachment D attached hereto; and, be it further

RESOLVED, that the University administration shall negotiate and finalize an agreement to organize and administer a public school academy for the Academy, in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Revised School Code of 1976 as amended; and, be it further

RESOLVED, that the term of the agreement to organize and administer a public school academy with the Academy shall expire no later than June 30, 2027; and, be it further

RESOLVED, that the agreement to organize and administer a public school academy shall be reviewed and approved by the Office of the Vice President for Legal Affairs prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel.

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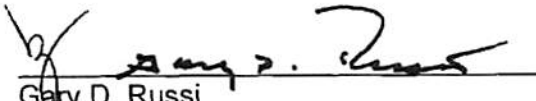
9. Attachments:

- A. Criteria for the Evaluation of Applications
- B. Caniff Liberty Academy Application Summary
- C. Memorandum from Dean Louis Gallien recommending the Caniff  
Liberty Academy
- D. Academy Initial Board of Directors

Submitted to the President  
on 2/22, 2012 by

  
Virinder K. Moudgil  
Senior Vice President for  
Academic Affairs and Provost

Recommended on 2/28, 2012  
to the Board for Approval by

  
Gary D. Russi  
President

## **POLICY ON PUBLIC SCHOOL ACADEMIES (CHARTER SCHOOLS)**

*Approved by the Board of Trustees on October 5, 1995*

*Amended by the Board of Trustees on May 2, 2007*

*Amended by the Board of Trustees on August 6, 2012*

The establishment of public school academies (charter schools), as authorized by recent state legislation, offers a means of improving the public elementary and secondary schools in the State of Michigan. Oakland University will assist in the establishment of public school academies in order to achieve those purposes set forth in the legislation, as follows:

To improve pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment.

To stimulate innovative teaching methods.

To create new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level.

To achieve school accountability for pupil educational outcomes by placing full responsibility for performance at the school site level.

To provide parents and pupils with greater choices among public schools, both within and outside their existing school districts.

To determine whether state funds can be more effectively, efficiently, and equitably utilized by allocating funds on a per pupil basis directly to the school rather than through school district administration.

To achieve these purposes, Oakland University will authorize those public school academies which best meet the following guidelines:

- a. Further a mission and goals consistent with the mission and goals of Oakland University, as identified in Oakland University's Strategic Plan.
- b. Fill an identified and substantiated educational need or provide an opportunity for new learning experiences at a facility located in Wayne, Oakland, or Macomb County.
- c. Meet the identified and substantiated needs of its students through the use of an innovative instructional plan.

- d. Meet the needs of a culturally, economically and ethnically diverse student body and provide a diverse faculty and administrative staff.
- e. Utilize the best educational practices, as defined by the University, and attempt to develop even more effective educational programs and practices.
- f. Establish and implement a process for continuous self-evaluation and assessment, and a process for reporting the self-evaluation and assessment results to Oakland University.
- g. Establish linkages to Oakland University through allied research, educational and/or development partnerships with Oakland University faculty; and provide clinical experiences, internships and field experiences for Oakland University students.
- h. Demonstrate relationships with the business community and other community organizations.
- i. Present a fiscally sound and compelling business plan.
- j. Comply with applicable state and federal law.

Oakland University will select public school academies on a competitive basis from applicants which best demonstrate that they meet the purposes of the public school academies legislation, the guidelines set forth in this policy, and the Criteria for the Evaluation of Applications.

[Editor's note: The Criteria for the Evaluation of Applications, which was approved by the Board of Trustees on October 5, 1995 and amended by the Board of Trustees on May 2, 2007 and August 6, 2012 is attached.]



## **DELEGATION OF AUTHORITY CONCERNING PUBLIC SCHOOL ACADEMIES**

*Approved by the Board of Trustees on October 9, 1997*

WHEREAS, the Board of Trustees of Oakland University wishes and intends to authorize and delegate to the President of Oakland University certain powers and authority as may be necessary and appropriate to carry out the policies of the Board of Trustees and to administer the business of Oakland University in accordance with such policies and directives as may be promulgated from time to time by the Board of Trustees; and

WHEREAS, the Board of Trustees wishes and intends by this resolution to delegate to the President of Oakland University full power and authority to carry out certain administrative functions of the university while retaining unto itself all legislative and discretionary powers which are not subject to delegation under law; now therefore be it

RESOLVED, that upon the recommendation of the university's Public School Academy Advisory Review Committee, the President or his designee is hereby authorized and directed to amend the contracts between the Board and the Public School Academies and take any other such action as may be necessary and appropriate to carry out the business of Oakland University as authorizing body of the public school academies consistent with the Board policy on Public School Academies and the Criteria for Evaluation of Applications, the educational goals as set forth in the public school academy applications, and the law; and be it further

RESOLVED, that any such amendment or other action of a material nature be reported to the University Affairs Advisory Committee at the first meeting following the amendment or action; and be it further

RESOLVED, that no amendment shall increase the liability or obligation of the university; and be it further

RESOLVED, that an annual report on the status of the public school academies shall be presented to the Board of Trustees at a regularly scheduled Board meeting.

## **CRITERIA FOR THE EVALUATION OF APPLICATIONS**

*Approved by the Board of Trustees on October 5, 1995*

*Amended by the Board of Trustees on May 2, 2007*

*Amended by the Board of Trustees on August 6, 2012*

The Office of Public School Academies and Urban Partnerships ("PSA Office") shall use criteria that incorporate requirements set forth in the Revised School Code for public school academies, MCLA 380.501 et seq ("School Code") and as the School Code requirements may be amended from time to time, in the evaluation of applications for charter. At the conclusion of the evaluation process, the PSA Office shall make a recommendation through the Provost and President to the Board of Trustees to authorize or not to authorize the charter.

### **Section I: Demographic Characteristics**

A. Identification of Applicant. The applicant for the proposed public school academy must be clearly identified and his/her affiliation indicated as an individual, a representative of a government entity or non-government entity, or other designation.

B. Name of proposed Public School Academy. The name of the proposed public school academy shall not duplicate that of another known public or private school.

C. Proposed date of opening. The proposed opening date of the public school academy shall be identified and shall be reasonably achievable.

D. School calendar and school day schedule. The proposed school calendar and school day schedule shall meet or exceed any state mandated minimum at the time of the application.

E. Grade level(s) or ages of students to be enrolled. The application shall identify the grade level(s) and/or ages of students to be enrolled. Additionally, plans, if any, for expanding the number of grades and/or ages of students to be enrolled in future years must be clearly stated.

F. Projected enrollment. The proposed number of students to be enrolled must be stated and the method of determining potential enrollment must be identified.

G. Student population. A description of the target student population must be included.

### **Section II: Purposes and Goals**

A. Purposes of the Public School Academy

The purposes of the public school academy shall be congruent with the mission and goals of Oakland University, as reflected in the Oakland University Strategic Plan, and

shall reflect a strong philosophical and educational focus that holds considerable promise for high quality teaching and learning for those students it is designed to serve.

Indicators:

- (1) The educational underpinnings on which the proposed public school academy is to be founded are supported in part (but not necessarily in entirety) by research or documented practice elsewhere. Note: In an effort to foster innovation, non-traditional educational practices which are supported by a comprehensive and thorough rationale are encouraged.
- (2) The proposed public school academy will effectively address the needs of students.
- (3) The proposed public school academy utilizes sound practice (i.e., contemporary teaching methods, structures, etc.), and also incorporates innovative teaching strategies and/or instructional technology.
- (4) The proposed public school academy is incorporated pursuant to the School Code.
- (5) The proposed educational goals, programs and curricula are designed to fulfill at least one of the purposes articulated in the School Code ..

#### B. Educational goals.

The educational goals of the public school academy may include statements of educational inputs; however, the goals must also include outcomes or performance based standards to be achieved by students.

Indicators:

- (1) The proposed public school academy is committed to educating each student to his/her optimal level of learning.
- (2) The proposed public school academy plans to develop a nurturing, child centered sense of educational atmosphere that contributes to the development of each student's confidence, sense of self-worth, personal enjoyment, and zest for learning.
- (3) The proposed public school academy seeks to educate students to meet or exceed state and national standards of achievement.

- (4) The proposed public school academy seeks to develop the critical thinking and problem solving skills of students.

### **Section III: Admission and Retention**

#### **A. Admission policy and criteria to be maintained.**

A public school academy 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 disabled person, or any other basis that would be illegal if used by a school district. A public school academy may, however, limit admission to pupils who are within a particular range of ages or grade levels or on any other basis that would be legal if used by a school district.

##### **Indicators:**

- (1) The applicant must provide a description of its plans to recruit students and to advertise the school's availability. It must specifically describe its plans to advertise within the geographical area to be served. The plan to advertise and recruit will be evaluated on whether the plan is calculated to inform those persons who are likely to be interested in the public school academy. The applicant must describe the enrollment period which will be available for registration by interested families. The enrollment period must offer evening and/or weekend enrollment opportunities. The applicant must describe both its initial plans for recruitment and advertising as well as plans for these activities once the academy has been started and has an established student body.
- (2) The applicant must describe the process it plans to use for the random selection of students in the event the number of students wishing to enroll exceeds the number of seats provided by the public school academy.
- (3) The applicant must comply with the PSA Office Policy on Student Application and Enrollment and any subsequent changes to the policy or existing law as may occur.

#### **B. Retention**

The public school academy shall demonstrate a commitment to retain and to educate all students who enroll.

##### **Indicators:**

- (1) The proposed public school academy demonstrates a commitment to the retention of all students enrolled.

(2) Procedures are established for intervention and special help or counseling for those students who do not perform up to their potential or who violate established codes of conduct.

(3) The applicant presents a code of student conduct and set of procedures for discipline and dismissal. (4) The applicant includes a plan for regular involvement of the student's parent(s) or guardian(s) or other person(s) legally responsible for the student, both at home and school, and provisions for monitoring this participation.

(5) The procedure for dismissal of students shall include the requirement that the student's parent(s), guardian(s) or other person(s) legally responsible for the student will be counseled and provided a recommendation for future placement of the student.

## **Section IV: Curriculum and Instructional Outcomes**

### **A. Curricular and Instructional Design.**

The curriculum shall be designed to meet the substantiated educational needs identified by the public school academy. The curriculum shall be coordinated in such a manner to allow for effective teaching and learning. Innovations that provide meaningful learning and incorporate the expertise and research of Oakland University faculty and students and the expressed goals and needs of the business community and the community at large are encouraged.

Indicators:

(1) Minimally, the public school academy curriculum must comply with Michigan's core curriculum, if any.

(2) The curricular plan may include a unique curricular element, a unique instructional delivery system, and/or a unique assessment process.

(3) The curriculum plan shall include a comprehensive program evaluation component.

### **B. Student Assessment.**

Evaluation is an integral part of curriculum and instruction and should occur on a regular basis. Minimally, outcomes evaluation must be incorporated into the assessment plan. Alternative assessment strategies that highlight students' achievement of identified outcomes are strongly encouraged.

Indicators:

- (1) Student performance shall be assessed using the Michigan assessments designated under the School Code.
- (2) The Academy must administer bi-annually, at a minimal, a nationally recognized norm-referenced achievement test or program of testing approved by the University.
- (3) Assessment strategies must be appropriate to the educational goals of the public school academy.
- (4) The public school academy will use the assessment results to improve teaching and learning for students.

## **Section V: Physical Facility**

The public school academy shall be operated at a site that is safe and appropriate for educational programming, and provides for the effective implementation of the curriculum.

### **A. Size.**

The space and the configuration of the site shall be appropriate for effective implementation of the curriculum.

Indicators:

- (1) The facility includes adequate instructional space.
- (2) Instructional space is properly equipped with appropriate furnishings, teaching aids, and student learning materials.
- (3) The public school academy either has, or has access to, specialized space as needed (e.g., library with appropriate holdings, laboratory with adequate equipment and supplies, musical instruments and practice rooms, studios, performance space, technology center, vocational shops, gymnasium, athletic fields, food preparation and dining facilities, etc.).
- (4) The facility has an adequate heating and ventilation system, and, whenever possible, air conditioning.
- (5) The public school academy contains adequate office space and equipment for the professional staff.
- (6) The public school academy has made arrangements for custodial and maintenance services.

### **B. Location.**

The academy shall be located in Wayne, Oakland, or Macomb County.

Indicators:

- (1) The application includes an address and description of the facility.
- (2) The application includes documentation demonstrating the applicant's legal right to occupy the facility on or before the proposed opening date for the public school academy, or the steps to be taken to obtain that legal right and demonstration of ability to take those steps.

**C. Compliance with School Code and Other Applicable Laws.**

The facility complies with the State School Code and laws relevant to health, safety, and accessibility standards.

Indicators:

- (1) The facility and surrounding area is free from natural hazards and attractive nuisances.
- (2) Design plans, blueprints or other documents demonstrate that the facility will be in compliance with the Persons with Disabilities Act Act and the Americans with Disabilities Act.
- (3) Documentation demonstrates that the facility complies with the National Fire Protection and Life Safety Codes 101, sections 10 and 11.
- (4) The public school academy has property-all risk insurance in an amount sufficient to cover the total value of the academy's real and personal property.

**Section VI: Budget and Finance**

Adequate financial resources are available to meet operating, capital and start-up costs of the public school academy. The proposed operating budget is consistent with the needs of the public school academy.

Indicators:

- (1) A five-year financial projection for the public school academy includes consideration of all operating, capital and start-up costs and related funding sources. The applicant must identify financial resources on hand or committed resources from donors or other sources to fund costs of the public school academy not included in State aid.

(2) The proposed operating budgets include consideration for all elements of school operations.

(3) Adequate reserves are available to meet unplanned emergencies.

## **Section VII: Staffing and Governance Structure**

### **A. Governance Structure**

The governance structure is designed to provide for the orderly and effective operation of the public school academy, in compliance with all applicable state and federal laws.

Indicators:

(1) The public school academy utilizes a governance structure that through its board, in which considerable authority and responsibility is placed, engages in educational planning in collaboration with the school leader(s), staff, and community such that the primary focus is on academic achievement and accountability, in line with the mission and goals of the public school academy.

(2) Descriptions of administrative and staff responsibilities, qualifications and certification demonstrate attention to site-based cooperative governance.

### **B. Board of Directors**

The Oakland University Board of Trustees ("University Board") requires that a public school academy meet the following criteria with respect to the method of selection, length of term, and number of members of its board of directors ("Academy Board"):

(1) Method of Selection. Oakland University's Director of Public School Academies and Urban Partnerships ("Director") is authorized to develop and administer an Academy Board selection and appointment process in accord with the criteria below:

a. Initial Academy Board. The University Board shall appoint the initial Academy Board by formal resolution. The Director shall recommend nominees for the initial Academy Board based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check, and reference checks. Each nominee shall be available for interview by the University Board or its designee. The University Board may reject any or all initial Academy Board nominees.

b. Subsequent Academy Board Members. The Oakland University Vice President for Academic Affairs and Provost ("Provost"), upon recommendation from the Dean of the Oakland University School of Education and Human Services ("Dean"), shall appoint all subsequent Academy Board members. The



Director shall recommend nominees to the Dean based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check and reference checks. Each nominee shall be available for interview by the Provost or the Provost's designee. The Provost may reject any or all subsequent Academy Board nominees.

c. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. Nominees shall submit the Public School Academy Board Member Questionnaire for review by the Director. If the Director elects not to recommend any of the Academy Board's nominees for a vacant position on the Academy Board, the Director may nominate and recommend an Academy Board member of the Director's own choosing for the vacant position, or may request additional nominees from the Academy Board.

d. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.

(2) Length of Term. The term of each member of the Academy's Board shall be for a period of three (3) years, except that of the members first appointed, approximately one-third shall be appointed for a term of three (3) years, approximately one-third shall be appointed for a term of two (2) years, and approximately one-third shall be appointed for a term of one (1) year. At its organizational meeting, the Academy Board shall designate a term for each of the initial board members appointed by the University Board. All subsequent appointments shall be for three (3) year staggered terms. The terms for each position shall begin on July 1<sup>st</sup> and end on June 30<sup>th</sup> of the pertinent year, except the terms of the initial positions which shall begin upon appointment and end on June 30<sup>th</sup> of the pertinent year.

(3) Number of Directors. The initial number of board member positions on the Academy Board shall be five (5). The number of board member positions shall never be fewer than five (5) or more than nine (9). If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the Provost, may deem that failure an exigent condition and appoint a replacement.

(4) Qualifications of Members. The Academy Board shall include only those individuals who are United States citizens and residents of the State of Michigan. To the extent possible, the Academy Board shall include (1) a parent or guardian of a child attending the school; (2) one professional educator, preferably a person with either elementary or secondary school administrative experience; and (3) one person representing the local community in which the Academy serves. Further to be qualified, members must submit all material requested by the PSA Office including but not limited to, an authorization to process a criminal background check of the nominee and submission annually of a conflict of interest disclosure as

prescribed by the PSA Office. The Academy Board shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) employees of the public school academy served by the Academy Board or independent contractors performing services for the public school academy; (3) any current or former director, officer, or employee of a management company that contracts with the public school academy served by the Academy Board; and (4) Oakland University officials or employees. A vacancy may be left on the initial board for a parent or guardian representative.

(5) Oath. All members of the Academy Board shall take and sign the constitutional oath of office, and shall cause a copy of such oath of office to be submitted to the Director. No appointment shall be effective prior to the taking and signing of the oath of office.

(6) Removal of Members. Any Academy Board member may be removed with or without cause by the Provost at any time, or with cause by a two-thirds (2/3) vote of the Academy Board.

With the approval of the Provost, the University's Director of the PSA Office may suspend an Academy's Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would impair the operations of the Academy.

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

(8) Resignation. Academy Board members may resign at any time by providing written notice to the Academy Board. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board or the Provost, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method described at B(1)(b).

(9) Board Vacancies. An Academy Board vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as required by applicable law. Any vacancy shall be filled as provided by the method of selection adopted by the University Board.

(10) Compensation. An Academy Board member shall serve as a volunteer. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses related directly to their duties as an Academy Board member.

(11) Other University Action. The University Board authorizes and directs the Provost to take any other actions associated with the governance of Academy Board members as may be necessary or appropriate to carry out the business of Oakland University as authorizing body of public school academies.

(12) Reservation of Rights. The foregoing notwithstanding, the University Board and its designee reserve the right at all times to review, rescind, remove, modify, ratify, or approve any Academy Board member.

(13) Compliance with Law. If at any time a change in applicable law makes illegal any of the requirements, obligations or actions set forth in or contemplated by the foregoing criteria, the affected parties shall comply with applicable law, as such law may be amended from time to time.

#### C. By-Laws.

A set of by-laws must exist, setting forth the procedures and policies for the effective governance of the public school academy.

#### D. Administrators.

Persons employed as a superintendent, principal, assistant principal or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the requirements mandated in School Code, as it may be amended from time to time.

#### E. Teachers.

Teachers shall be either state certified teachers with the appropriate qualifications to teach the level or subjects they are to be assigned to teach, or currently employed full-time Oakland University faculty members who have been granted institutional tenure, or have been designated as being on tenure track by the University. In general, the teaching staff shall be made up of teachers with varying degrees of experience.

Non-School Staff. Non-school staff including specifically Oakland University education students, may be employed or may volunteer to assist teachers in the instruction of children. In all cases, their activities within the classroom shall be directed and supervised by a certified teacher or Oakland University faculty member.

### **Section VIII: Contractual Relationship with Oakland University**

The public school academy enters into a contract with the University on terms and conditions acceptable to the University and in compliance with the School Codes may be amended from time to time.

## **TERMS AND CONDITIONS**

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**TERMS AND CONDITIONS  
OF THE RESTATED CONTRACT DATED JULY 1, 2017  
ISSUED BY THE OAKLAND UNIVERSITY BOARD OF TRUSTEES  
CONFIRMING THE STATUS OF CANIFF LIBERTY ACADEMY  
AS A PUBLIC SCHOOL ACADEMY**

These Terms and Conditions (“Terms and Conditions”) are entered into by and between the Board of Trustees of Oakland University, a Michigan constitutional and statutory body corporate (“University”) and Caniff Liberty Academy, a Michigan public school academy (“Academy”).

WHEREAS, the University and the Academy entered into a Contract to Charter a Public School Academy effective June 27, 2012 through June 30, 2017 (the “Initial Contract”); and

WHEREAS, the University and the Academy desire to extend the term of the Initial Contract, modify certain provisions, in part, due to changes in Applicable Law, and to elaborate and expand on certain provisions in the Initial Contract by restating the Initial Contract in its entirety subject to these Terms and Conditions; and

WHEREAS, Section IX and other provisions of the Initial Contract permit amendments to the Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the University and the Academy agree that the restated Initial Contract will be subject to the following Terms and Conditions:

**ARTICLE I**

**DEFINITIONS**

Section 1.1. Certain Definitions. For purposes of these Terms and Conditions, and in addition to the terms defined throughout the Contract (as defined below), 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 Caniff Liberty Academy which was established as a public school academy pursuant to the Initial Contract and will be continued and maintained pursuant to this Contract (as defined below).
- (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, regulations promulgated thereunder, and any directives issued by applicable governmental agencies including, without limitation, the Governor, the Michigan Department of Education, the Superintendent of Public Instruction and the State Board of Education, that are applicable to public school academies and

comport with enacted state and federal law; all as may be issued and amended from time-to-time.

- (d) “Application” means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- (e) “Authorizing Resolution” means the Resolution adopted by the University on March 28, 2012 approving the issuance of the Initial Contract to the Academy.
- (f) “Public Schools Academy Office Executive Director” or “PSAO Executive Director” means the person designated by the University to administer the operations of the Public Schools Academy Office.
- (g) “Public Schools Academy Office” or “PSAO” means the office designated by the University as the initial point of contact for public school academy applicants and public school academies authorized by the University. The Public Schools Academy Office is also responsible for administering the University’s responsibilities with respect to the this Contract (as defined below).
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) “Contract” means, in addition to the definition set forth in the Code, the Restated Contract Dated July 1, 2017 Issued by the Oakland University Board of Trustees Confirming the Status of Caniff Liberty Academy to Organize and Administer As A Public School Academy, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.
- (j) “Director” means a person who is a member of the Academy Board of Directors.
- (k) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the PSAO Executive Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive Director, and is consistent with the PSAO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (l) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Public Schools Academy Office Executive Director that apply to a Management Agreement. The Public Schools Academy Office Executive Director may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (m) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (n) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the PSAO Executive Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive Director.
- (o) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Public Schools Academy Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Public Schools Academy Office Executive Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (p) “President” means the President of Oakland University or his or her designee.
- (q) “Resolution” means the resolution adopted by the University Board on August 6, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a contract by the University Board, as amended from time to time.
- (r) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (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) “Terms and Conditions” means this document entitled “Terms and Conditions of the Restated Contract Dated July 1, 2017 Issued by the Oakland University Board of Trustees Confirming the Status of Caniff Liberty Academy to Organize and Administer As A Public School Academy.”

- (u) “University” means the Oakland University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.

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

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

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

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

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

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

## **ARTICLE II**

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

Section 2.1. Constitutional Status of Oakland University. Oakland University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University voluntarily exercises additional powers given to it under the Code. Nothing in this Contract shall be deemed to be any waiver of the University’s constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University.

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

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

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

### **ARTICLE III**

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

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

Section 3.2. University as Fiscal Agent for the Academy. The University is the fiscal agent for the Academy. As fiscal agent, the University assumes no responsibility for the financial condition of the Academy. The University is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the University shall promptly, within ten (10) business days of receipt or as otherwise required by Applicable Law, forward to the Academy all state school aid funds or other public or private funds received by the University for the benefit of the Academy. The responsibilities of the University, 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. The University has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law.

The responsibilities of the Academy and the University are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

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

Section 3.5. University 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 or its designee. The Academy shall submit a written request to the PSAO Executive Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The request will be submitted by the PSAO Executive Director for consideration and determination made by the University or its designee.

Section 3.6. Authorization of Employment. The University authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of Oakland University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (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.

Section 3.7. PSAO Executive Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct 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, the Academy shall submit the transaction for prior review by the PSAO Executive Director, as designee of the University, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the PSAO Executive Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Public Schools Academy Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Public Schools Academy Office may

request. Unless the PSAO Executive Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the PSAO Executive Director shall notify the Academy if the proposed transaction is disapproved. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the PSAO Executive Director. By not disapproving a proposed transaction, the PSAO Executive Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term set forth in Section 12.9 without any further action of either the Academy or the University. The Academy shall seek a new contract by making a formal request to the PSAO Executive Director in writing at least one year prior to the end of the current Contract Term. The PSAO Executive Director shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the University. 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 as the most important factor of whether to issue or not issue a new contract. The University, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the University may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.9. University Invitation to Academy to Apply For Conversion to Schools of Excellence. If the University is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the University determines that the Academy meets the University's and the Code's eligibility criteria for applying to converting the Academy to a school of excellence, then the University may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the University shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

## **ARTICLE IV**

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

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Contract Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University, and may be removed with or without cause by the University or its designee 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 or independent contractor 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; and
- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University.

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



- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, or spouse:
  - (i) Is employed by the Academy;
  - (ii) Works at or is assigned to the Academy;
  - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company.

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

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

## **ARTICLE V**

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

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

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

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

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

## ARTICLE VI

### OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall properly administer the academic assessments identified in Schedule 7e and in accordance with the requirements detailed in the Master Calendar annually issued by the Public School Academies Office. The Academy shall provide the Public School Academies Office direct access to the results of these assessments, along with any other measures of academic achievement reasonably requested by the Public School Academies Office.

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

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. In accordance with the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Public Schools Academy Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the PSAO a contract amendment, in a form and manner determined by the PSAO. The contract amendment shall include all information requested by the PSAO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. If approved the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the 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 Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve

as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Public Schools Academy Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7 by contract amendment pursuant to Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

## **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 law.

## **ARTICLE VIII**

### **COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS**

Section 8.1. Compliance with Part 6A of the Code. The Academy shall comply with Part 6A and other parts of the Code that apply to public school academies.

Section 8.2. 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 from time to time.

Section 8.3. Open Meetings Act. The Academy Board shall conduct all of its meetings in accordance with the Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. The records of the Academy shall be records subject to the provisions of the Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. As required by the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. As required by the Code, the Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Amendments. The University and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the University 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 through its designee. The University, 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 delegates to the President of the University or his/her designee the approval of amendments to the Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the University upon a majority vote of the Academy Board.

Section 9.3. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University or its designee. If the proposed amendment conflicts with any of the University's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University.

Section 9.4 Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the University, 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 shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.5. Emergency Action on Behalf of University. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation. An emergency situation shall be deemed to occur if the Public Schools Academy Office Executive Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place. Upon the determination that an emergency situation exists, the Public Schools Academy Office Executive Director may temporarily take action on behalf of the University with regard to the Academy or the Contract, so long as such action is in the best interest of the University and the Public Schools Academy Office Executive Director consults with the University President or designee prior to taking the intended actions.

## **ARTICLE X**

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

Section 10.1. Termination by the Academy. At any time, for any reason, the Academy Board may terminate this Contract before the end of the Contract Term by presenting to the University a certified resolution requesting termination, not less than ninety (90) calendar days prior to the last day of operations, specifying the date of closing of the Academy, which date will not be earlier than the scheduled last day of the school year in which the notice was given.

Section 10.2. Termination by the University. The University may terminate this Contract before the end of the Contract Term as follows:

- (a) Termination Without Cause. Except as otherwise provided in subsections (b) or (c), the University, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place prior to the end of the school year in which the contract termination is requested. The Public Schools Academy Office shall provide notice of the termination to the Academy. If during the period between the University decision to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

- (b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University to make changes in the Contract that are not in the best interest of the University, then the University may terminate the Contract at the end of the Academy's school fiscal year in which the University's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:
  - (i) the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or
  - (ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.
- (c) Automatic Termination Caused By Placement of Academy in State School Reform/ Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the University may terminate this Contract at the end of the current school year.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University's process for suspending the Contract is as follows:

- (a) Public Schools Academy Office Director Action. If the PSAO Executive Director determines that reasonable cause exists to believe 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 10.5(e) or (f), the PSAO Executive Director may immediately suspend the Contract, pending completion of the revocation procedures set forth in Section 10.6.
- (b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University after a decision by the PSAO Executive Director to suspend the Contract, shall be retained by the University for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon request.

Section 10.4. Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.8, this Contract may also be revoked by the University upon a determination by the University, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

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

Section 10.5. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.8, the University may revoke this Contract, where the Academy fails to fulfill in proper manner its obligations under the Contract, or the Academy's violation of any of the explicit or implicit terms, conditions, covenants, promises, agreements, representations, requirements or warranties contained or incorporated into the Contract as determined by the University in its sole and absolute discretion .

In addition, the Contract may be revoked by the University 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 is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (b) 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;
- (c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the PSAO's approval;
- (e) The Public Schools Academy Office Executive Director discovers 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
- (f) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the PSAO in connection with



the University's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

- (g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University; or
- (h) The University, its Trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.10 of the Terms and Conditions.
- (i) The Academy loses accreditation with the State.
- (j) The Academy is in default of any current or future purchase agreement or lease for the site.

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

- (a) Notice of Intent to Revoke. The PSAO Executive 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 PSAO Executive Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the PSAO Executive Director prior to a review of the Academy Board's response.
- (c) Plan of Correction. The PSAO Executive Director shall review the Academy Board's response and determine whether the plan for correcting the deficiencies is reasonable ("Plan of Correction") and may adopt, modify or reject any 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 PSAO

Executive 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) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the PSAO Executive Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance 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; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board or a conservator/ trustee to take over operations of the Academy. The PSAO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- (e) Effective Date of Revocation. If the University determines to revoke the Contract, the revocation shall be effective on the date of the University act of revocation, or at a later date as determined by the University. Notwithstanding any provision contained herein to the contrary, the decision of the University to revoke or terminate this Contract is exclusively and absolutely within the discretion of the University, is final and is not subject to review by any court of the State, or otherwise.
- (f) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University after a decision by the University to revoke the Contract, may be withheld by the University or returned to the Michigan Department of Treasury upon request.

Section 10.7. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Oakland County, Michigan, the Michigan Court of Claims or the Federal District Court for the Eastern District of Michigan – Detroit. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.7. This Section 10.7 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.8. Automatic Amendment or Revocation by State of Michigan. If the University is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6A of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, 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 revoked at the end of the current school year in which the notice is received without any further action of the University or the Academy. The University’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University shall forward a copy of the State’s Automatic Closure Notice to the Academy Board and request a meeting with 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 the State’s Automatic Closure 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 Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education with a copy to the PSAO.

Section 10.9. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform / Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Public Schools Academy Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Public Schools Academy Office. In addition to other matters, the corrective action plan shall include the Academy’s redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.9 shall not in any way limit the rights of the University to terminate, suspend or revoke this Contract.

Section 10.10. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University determines that conditions or circumstances exist to lead the University to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University may take immediate action against the Academy pending completion of the procedures described in Section 10.6. As part of a reconstitution, the University may appoint a conservator/ trustee to manage the day to day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall be suspended and the conservator/ trustee shall act in place of the Academy Board. If this section has been implemented and the University determines the revocation to be appropriate, the revocation shall become effective immediately upon such decision.

Section 10.11. Academy Dissolution Account. If the University terminates, revokes or fails to issue a new Contract to the Academy, the PSAO Executive Director shall notify the Academy that, beginning thirty (30) days after notification of the University's decision, the University shall 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 PSAO Executive Director's notice, the Academy Board Treasurer shall provide the PSAO Executive Director, in a form and manner determined by the PSAO, 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.

Section 10.12. Obligations of the Academy. If the University terminates, revokes or fails to issue a new contract to the Academy all facets of the operations will be taken to a logical stopping point, a fiscal and technical report, and final audit will be prepared by the Academy and delivered to the University and the State Board within thirty (30) days of such action, and vendors and other parties to whom the Academy owes funds for services or products under legal and valid contracts or agreement will be entitled to receive just and equitable compensation from the Academy for any work performed or products delivered.

## **ARTICLE XI**

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

Section 11.1. The Academy Budget. 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. By July 1st of each year, the Academy Board shall submit to the Public Schools Academy Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 business days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Public Schools Academy Office.

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 noncontributory 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 Public School Academies Office 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 Public School Academies Office 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 Public School Academies Office.

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 full faith and credit of the Oakland University Board of Trustees, Oakland University or any other authorizing body, or to enter into a contract that would bind the Oakland University Board of Trustees or Oakland 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 Oakland University Board of Trustees, Oakland University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The Oakland University Board of Trustees and Oakland University do not assume any obligation with respect to any person, be it Director, employee, agent, parent, guardian, student, or independent

contractor of the Academy, and no person shall have the right or standing to bring suit against the Oakland University Board of Trustees or Oakland University, or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

Section 11.4. Lease or Deed for Proposed Single Site. The Academy shall provide to the Public Schools Academy Office copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to an Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to article IX of these Terms and Conditions.

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

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative. 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. The Academy shall comply with Sections 1230c through 1230g of the Code. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an educational service provider contracting with the Academy.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy.

Section 11.8. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

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

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

“Indemnification of Oakland University. The parties acknowledge and agree that the Oakland University Board of Trustees, Oakland University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Oakland University, which arise out of or are in any manner connected with Oakland University Board of Trustees’ approval of the Academy’s application, Oakland University Board of Trustees’ consideration of or issuance of a Contract, the Academy Board’s or the Educational Service Provider’s preparation for and operation of the Academy, or which are incurred as a result of the reliance by Oakland University, Oakland University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.”

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

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

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within

thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

"Compliance with Section 12.18 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations Section 12.18(a) of the Contract Terms and Conditions."

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. If instructed by the University, the Academy will put out for bid its ESP Management Agreement twelve (12) months before its current Management Agreement expires. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Public Schools Academy Office in a form and manner consistent with the ESP policies of the Public Schools Academy Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Public Schools Academy Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without the need for any amendment under Article IX of these Terms and Conditions. The Public Schools Academy Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Public Schools Academy Office in the same form and manner as a new Management Agreement.

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

If to the Oakland University Board of Trustees:	PSAO Executive Director Oakland University 456 Pioneer Drive Pawley Hall, Room 420J
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Rochester, Michigan 48309-4482

If to the University General Counsel:

General Counsel  
Oakland University  
Wilson Hall, Room 203  
371 Wilson Boulevard  
Rochester, MI 48309-4454

If to the Academy:

Academy Board President  
Caniff Liberty Academy  
2650 Caniff  
Hamtramck, Michigan 48212

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 either the Academy or the University Board.

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on July 1, 2017 and shall remain in full force and effect for two (2) years until June 30, 2019, unless sooner terminated according to the terms hereof.

Section 12.10. Indemnification. 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 and hold the Oakland University Board of Trustees, Oakland University and its Board of Trustees members, officers, employees, agents, representatives, students or volunteers in their official and personal capacities harmless from and against any and all claims, demands, suits, damages, judgments or liabilities, losses or expenses, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University's receipt, consideration or approval of the Application, the University's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University as an authorizing body under Part 6A of the Code, the University's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

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

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

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

Section 12.15 Reliance on Warranties. The Academy represents and warrants, intending the University to rely thereon, that it is and will remain in compliance with Applicable Law and each provision of this Contract. The Academy further represents and warrants, intending the University to rely thereon, that it has obtained and will maintain all the licenses, authorizations and permits necessary in connection with the performance of its obligations under this Contract.

Section 12.16. University or PSAO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University or PSAO policies regarding public school academies which shall apply immediately, any 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.

Section 12.17. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

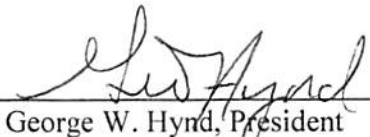
Section 12.18. Information Available to the Public.

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

Section 12.19. Termination of Responsibilities. Upon termination or revocation of the Contract, the University 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.

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

OAKLAND UNIVERSITY BOARD OF TRUSTEES

By:   
George W. Hynd, President

Date: 6/20/17

OU  
Legal  
BCF  
6.20.17

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

**Caniff Liberty Academy**

By: M. A. Bartola  
\_\_\_\_\_, Academy Board President

Date: 6-20-2017

## **CONTRACT SCHEDULES**

### Schedules

Articles of Incorporation.....	1
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Description of Staff Responsibilities.....	5
Physical Plant Description.....	6
Required Information for Public School Academy.....	7

**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received <b>JUN 28 2012</b>		(FOR BUREAU USE ONLY)
<b>Caniff Liberty Academy</b> <b>c/o EMAN, Inc</b> <b>26999 Central Park Blvd, Suite 296</b> <b>Southfield, Michigan 48076</b>		<b>FILED</b> Tran Info: 1 17791313-1 06/28/12 Chk#: 7834 Amt: \$20.00 JUL 02 2012 ID: EMAN INC ADMINISTRATOR BUREAU OF COMMERCIAL SERVICES <b>71154E</b> EFFECTIVE DATE: 6/14/2012

Document will be returned to the name and address you enter above

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

**OF**

**Caniff Liberty Academy**

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

**ARTICLE I**

The name of the corporation is: **Caniff Liberty Academy**

The authorizing body for the corporation is: Oakland University Board of Trustees ("University Board").

**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 Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States

Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a contract to charter a public school academy ("Contract") authorized under the Code.

### ARTICLE III

The corporation is organized on a non-stock, directorship basis.

The value of assets which the corporation possesses is:

Real Property: \$0.

Personal Property: \$0

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.

### ARTICLE IV

The address of the registered office is:

2650 Caniff Street

Hamtramck, Michigan 48212

The mailing address of the registered office is the same. The name of the resident agent at the registered office is Mr. Mohammad Barlaskar

### ARTICLE V

The name and address of the incorporator is as follows:

Mr. Mohammad Barlaskar

c/o 26999 Central Park Blvd., Suite 295

Southfield, Michigan 48076



## **ARTICLE VI**

The corporation is a public school academy and a governmental agency performing essential public purposes and governmental functions of the State of Michigan. .

## **ARTICLE VII**

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, MCL 691.1407.

## **ARTICLE VIII**

Before the issuance of a Contract to the corporation by 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 IX**

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 X**

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 XI**

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

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the 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 XII

These Articles of Incorporation shall not be amended except by the process provided in the Contract issued to the corporation by the University Board. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific amendments to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University designee may review and approve amendments to these Articles of Incorporation, provided, however, if deemed material they must be reviewed and approved by the University's General Counsel, then by the University's Board of Trustees.

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

Amendments to the Articles of Incorporation take effect only after this process is completed and the Articles of Incorporation 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 its designee's approval of the amendment.

## ARTICLE XIII

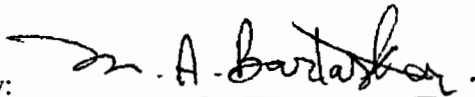
The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Articles of Incorporation.

## ADOPTION OF ARTICLES

These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out its purposes until the University Board issues a contract to operate a public school academy and the contract is executed by designated representatives of the corporation and the University Board.

The incorporator has executed these Articles of Incorporation on this 14<sup>th</sup> day of June, 2012.

By:



**Mr. Mohammad Barlaskar, Incorporator**

**CONTRACT SCHEDULE 2**

**BYLAWS**

**BYLAWS**  
**OF**  
**CANIFF LIBERTY ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called Caniff Liberty Academy (the "Academy" or "Corporation").

**ARTICLE II**

**FORM OF CORPORATION**

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

**ARTICLE III**

**OFFICES**

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

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

**ARTICLE IV**

**BOARD OF DIRECTORS**

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

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

shall comply with the resolution adopted by the Oakland University Board of Trustees (the "University Board").

## ARTICLE V

### MEETINGS

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

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

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

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

Section 4. Manner of Acting. The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of Academy Board members voting in favor of an action is as follows:

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

If less than a quorum is present at a meeting, a majority of the Academy Board then present can adjourn the meeting, providing such notice as is required under the Open Meeting Act.



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

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. If mailed, such notice shall be deemed to be delivered in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed delivered when it is sent. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section, except where a Director attends a meeting for the express purpose of objecting to the transaction or any business because the meeting is not lawfully called or convened.

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

## **ARTICLE VI**

### **COMMITTEES**

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

## **ARTICLE VII**

### **OFFICERS OF THE BOARD**

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

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall

hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

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

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

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

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

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

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

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from



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

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

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

## ARTICLE VIII

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

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

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



the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

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

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

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

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

## **ARTICLE IX**

### **INDEMNIFICATION**

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

## **ARTICLE X**

### **FISCAL YEAR**

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

## **ARTICLE XI**

### **AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by (a) obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, (b) meeting any additional requirements set forth in the Contract to charter between the Academy and the University Board and (c) obtaining the written approval of the changes or amendments by the University President or his designee. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the University Board or its designee.

## **ARTICLE XI**

### **CONTRACT DEFINITIONS**

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

### **CERTIFICATION**

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by [unanimous] consent of the Academy Board on the 14th day of June 2012.

  
\_\_\_\_\_  
Mahera Rahman- Secretary

**CONTRACT SCHEDULE 3**

**FISCAL AGENT AGREEMENT**

### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

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

#### **Preliminary Recitals**

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

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University or an officer or employee of Oakland University.

"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 School Aid Act of 1979, as amended.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University 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 3.02.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State 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 or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs 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, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

## **ARTICLE III**

### **STATE DUTIES**

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

## **ARTICLE IV**

### **ACADEMY DUTIES**

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.



## **ARTICLE V**

### **RECORDS AND REPORTS**

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts and disbursements 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.

## **ARTICLE VI**

### **CONCERNING THE FISCAL AGENT**

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by 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 loss 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 Oakland University Board of Trustees to Caniff Liberty Academy.

BY: Mary A. Martin  
Mary Martin, Executive Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: 5-18, 2017

**CONTRACT SCHEDULE 4**

**OVERSIGHT AGREEMENT**

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

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

#### **Preliminary Recitals**

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

"Agreement" means this Oversight Agreement.

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

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

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

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

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Public Schools Academy Office, as it deems necessary to fulfill the University Oversight Responsibilities, may undertake the following:

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the University any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the University.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or amend the Contract.
- e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.
- f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the University Board or its designee.
- j. Evaluate whether the Michigan Educational Assessment Program(s), nationally recognized norm-referenced achievement test(s) or other assessment programs selected by the Academy are or have been appropriately administered to the Academy's student population, goals and programs.

k. Take other actions, as authorizing body, as permitted or required by the Code.

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

a. Submit information to the Public Schools Academy Office in accordance with the Master Calendar of Reporting Requirements adopted by the Public Schools Academy Office. The Master Calendar may be amended from time to time as deemed necessary by the Public Schools Academy Office Director.

b. Submit quarterly financial reports to the Public Schools Academy Office in a form and manner determined by the Public Schools Academy Office. Submit other financial reports as established by the Public School Academy Office.

c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Public Schools Academy Office.

d. Report to the Public Schools Academy Office and General Counsel for the University within ten (10) business days of receipt of notice any litigation or formal proceedings alleging violation of any Applicable Law by the Academy.

e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Public Schools Academy Office within ten (10) business days of submission .

f. Provide proposed minutes of all Academy Board of Directors' meetings to the Public Schools Academy Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Public Schools Academy Office within five (5) business days after the minutes are approved.

g. Submit to the Public Schools Academy Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract and proof of naming of University as an additional insured. The Public Schools Academy will properly maintain the necessary insurance certificates evidencing the insurance required by this Agreement.

h. Submit to the Public Schools Academy Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.

i. Submit to the Public Schools Academy Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.

j. Submit annually to the Public Schools Academy Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

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

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

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Public Schools Academy Office of any changes to the Academy Board public meeting schedule. All of the Academy Board's public meetings will be conducted in compliance with the Michigan Open Meetings Act, MCL 15.261, et seq.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within ten (10) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Submit to the Public Schools Academy Office, the official enrollment of the Academy, once each semester after the official count date for the state of Michigan.

p. Submit to the Public Schools Academy Office immediately upon receipt of the Academy Board, copies of any and all documents, materials and other items provided or submitted to the Academy Board, regardless of the identity of the party providing or submitting such information (unless the disclosure of such information would breach the Academy's attorney-client privilege), and regardless of whether such items are submitted or provided before, during or after an open or closed meeting of the Academy Board.

r. Permit attendance of personnel of the Public School Academy Office or their designee(s) to the Academy Board's closed meeting sessions. The Academy will provide the Academy Office with reasonable notice of any such meeting.

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

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

### **ARTICLE III**

#### **RECORDS AND REPORTS**

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

Section 3.02 Filing Place. All documents and information required to be filed with or submitted to the University pursuant to this Agreement will be submitted to the Public School Academy Office, School of Education and Human Services, Oakland University, 420 Pawley Hall, Rochester, MI 48309-4401.

### **ARTICLE IV**

#### **MISCELLANEOUS**

Section 4.01. Administrative Fee. The Academy agrees to pay to the University an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible.

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

## **ARTICLE V**

### **TRANSPARENCY PROVISION**

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP. The following described categories of information are specifically included within those to be made available by the Academy to the public on the Academy's website home page in the manner prescribed by the Michigan Department of Education and other Applicable Law, and the Public Schools Academy Office, in accordance with Section 12.18 of the Terms and Conditions:

A. Information to Be Made Publicly Available by the Academy.

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Public Schools Academy Office
11. Copy of curriculum and other educational materials given to the Public Schools Academy Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases



15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s) and annual compensation and reimbursed costs paid to an ESP
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Overall student academic performance compared to the assessment strategies, measures and goals required by the Contract
31. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.18 of the Terms and Conditions:

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

**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 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 adopted by Public Schools Academy Office.

- Chief Executive Officer (CEO)
- Instructional Coach/Mentor
- Director of Operations and Technology
- Compliance Officer
- Human Resource Coordinator
- Building Administrator/Principal
- Teacher
- Administrative Assistant
- Custodian
- Business Manager/Grants Manager/Special Education
- Social Worker
- Technology Support Specialist (Contract/Direct Hire)
- Paraprofessional
- Special Education Teacher
- Academic Improvement Counselor
- Intervention Teacher/Specialist/Coach
- ESL Coach
- Food Service Manager

Title: Chief Executive Officer (CEO)

Reports to: Board of Directors

Employed by: Education Management and Networks (EMAN)

#### General Description:

The Chief Executive Officer (CEO) of the Academy, while employed by EMAN, is responsible for the effective operation of the Academy; general administration of all instructional, business or other operations of the Academy; and for advising and making recommendations to the Board of Directors with respect to such activities. Performs all the duties and accepts all of the responsibilities usually required of a CEO, as prescribed by the Michigan Department of Education, and the policies, rules, and regulations established by the Academy Board.

#### Primary Duties:

- To be the chief executive officer (CEO) of the Academy, with the right to speak on all matters before the Board, but not to vote.
- To enforce all provisions of law and all rules and regulations relating to the management of the academy and other educational, social and recreational activities under the direction of the Board.
- Keep the Board informed of the condition of the Academy's educational system; assure effective communication between the Board and the staff of the school system. Relay all communications by the Board regarding personnel to Academy employees and receive from all school personnel any communications directed to the Board.
- Submit to the Board a clear and detailed explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sums.
- Develop and recommend to the Board objectives of the educational system; see to the development of internal objectives which support those of the Board.
- Develop and recommend to the Board long-range plans consistent with population trends, cultural needs, and the appropriate use of Academy facilities, and see to the development of long-range plans which are consistent with Board objectives.
- See to the development of specific administrative procedures and programs to implement the intent established by Board policies, directives and formal actions.
- See to the execution of all decisions of the Board.
- See that sound plans of organization, educational programs and services are developed and maintained for the Board.
- Maintain adequate records for the schools, including a system of financial accounts, business and property records, personnel records, school population and scholastic records. Act as custodian of such records and all contracts, securities, documents, title papers, books of records, and other papers belonging to the Board.
- Be directly responsible for news releases and/or other items of public interest

emanating from all Academy employees that pertain to education matters, policies, procedures, school related incidents or events. Approve media interviews of this nature with Academy employees.

- Provide for the optimum use of Academy staff. See that the Academy is staffed with competent people who are delegated authority commensurate with their responsibilities. Define the duties of all personnel.
- See that appropriate in-service training is conducted. Summon employees of the Academy to attend such regular and occasional meetings as are necessary to carry out the educational programs of the Academy.
- Prior to action by the Board, recommend the appointment, discipline or termination of personnel.
- See to the development throughout the Academy of high standards of performance in educational achievement, use and development of personnel, public responsibility, and operating efficiency.
- See that effective relations with employee organizations are maintained assumes ultimate responsibility for collective negotiations with employees of the Academy.
- See that the development, authorization, and the maintenance of an appropriate budgetary procedure are properly administered. Prepare the annual proposed budget and submit it to the Board by May 1 or at such earlier date as is necessary to provide an adequate opportunity for the Board's discussion and deliberation.
- See that all funds, physical assets, and other property of the Academy are appropriately safeguarded and administered.
- File, or cause to be filed, all reports, requests and appropriations as required by various governing bodies and/or Board policies.
- Establish and maintain liaison with community groups which are interested or involved in the educational programs of the Academy.
- Establish and maintain liaison with other public schools, the Michigan Department of Education, colleges and universities, and the U.S. Department of Education.
- Act on own discretion in cases where action is necessary on any matter not covered by Board policy or directive. Report such action to the Board as soon as practicable and recommend policy in order to provide guidance in the future.

#### Requirements:

- Minimum Master's Degree in Business, Education or related field
- Professional certifications as required by law
- Ability to problem solve
- Must be goal oriented
- Ability to Multi-task
- Ability to analyze complex situations
- Provide leadership to varying levels of staff

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: Instructional Coach and Mentor

Reports To: Chief Executive Officer

Employed By: Education Management and Networks

Scope of the Position: Funded by Title I, the Academy's Instructional Coach and Mentor serves to collaborate and empower teachers; supporting all professional development activities through observation and modeling classroom instructional activities; and ensuring that all professional development is implemented with fidelity. The Instructional Coach and Mentor is also responsible for ensuring the quality of learning for all students, especially those identified for Title I services, as measured by State Standards and Academy specific educational Goals.

Common Administrative Behaviors: The Academy expects the Instructional Coach and Mentor to exhibit knowledge, skill and competence regarding certain common behaviors and position-specific behaviors. Listed below are the twelve common behaviors:

- The Instructional Coach and Mentor must demonstrate knowledge, skill and competence regarding effective communication procedures and processes with all audiences affiliated with the Academy.
- The Instructional Coach and Mentor must facilitate collaboration and teamwork by all audiences to ensure quality learning results by all students.
- The Instructional Coach and Mentor must exhibit knowledge, skill and competence regarding the assessment and evaluation of staff, programs and policies.
- The Instructional Coach and Mentor must demonstrate effective organization of the Academy to ensure successful learning results by all students.
- The Instructional Coach and Mentor must proactively plan, implement, monitor and evaluate School Improvement Plans and results.
- The Instructional Coach and Mentor must be knowledgeable regarding school law and effectively use the legal requirements for schools to develop and implement policies, procedures and processes to support teaching and learning.
- The Instructional Coach and Mentor must demonstrate the knowledge, skill and competence necessary to solve problems, negotiate conflict resolutions and encourage ongoing professional growth by the staff.
- The Instructional Coach and Mentor must model and encourage innovative behaviors in support of quality teaching and learning.
- The Instructional Coach and Mentor must demonstrate knowledge, skill and competence to manage effective and efficient school operations.
- The Instructional Coach and Mentor must practice sound fiscal management of the resources of the Academy in support of quality teaching and learning.
- The Instructional Coach and Mentor must demonstrate effective human resource leadership and management of the Academy staff.
- The Instructional Coach and Mentor must practice School Leadership of the Academy to ensure quality teaching and learning success.

#### Primary Duties:

- Direct, monitor and evaluate the curriculum delivery to ensure alignment with State of Michigan requirements, vertical articulation of learning goals and horizontal grade level consistency.
- Mentor and coach teachers and other assigned support staff in effective and research-based instructional practices.
- Evaluate the results of a comprehensive assessment system for Academy students that are used to determine student achievement levels, areas of improvement, curricular and instructional changes and intervention strategies.
- Facilitate the development and implementation of effective intervention programs and strategies for fostering student academic success.
- Collaborate in the design and implementation of School Improvement Plans for the Academy.
- Assist in the design and delivery of ongoing professional development for the staff.
- Develop effective oral and written communications regarding student academic progress at the Academy.
- Perform such other duties and responsibilities as assigned by the Principal or the President of AIMS.

#### Requirements:

- Master's degree in the area of leadership and/or curriculum and instruction.
- Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
- Must have evidence of meeting highly qualified requirements, as defined by ESSA.
- At least five years successful teaching and/or administrator experience and a background in administration.
- Ability to effectively interact and collaborate with professionals, parents and students.

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.



Title: Director of Operations and Technology

Reports to: CEO

Employed by: Education Management and Networks (EMAN)

#### General Description:

Oversee the daily operation of the school building as a whole; oversee operation of the Student information System and technology infrastructure.

#### Primary Duties:

- Oversee daily operation of all school buildings.
- Assist Principals in solving building problems as requested.
- Make sure all school facilities are in compliance with state/ federal laws and regulations.
- Document policies and procedures related to building operations.
- Assist in budget preparation.
- Oversee management of Student information System.
- Prepare management company documentation as needed, such as processes and procedures related to building operations.
- Ensure the compilation and submission of compliance documents to Authorizer; specifically drill logs, playground inspection log and any health inspections.
- Any other projects/ tasks as requested.

#### Requirements:

- Bachelor's Degree in Education or Business Administration; Master's Degree in Education or Business Administration preferred;
- Some experience with schools, either in the classroom or in an administrative capacity; Must be able to attend evening Board meetings as needed;
- Professional certifications as required by law.

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: Compliance Officer

Reports to: CEO

Employed by: Education Management and Networks (EMAN)

#### General Description:

Oversee the daily operation of the school as a whole with respect to the educational program and administration; assist Building Principal as needed, plan and/or schedule professional development, and track all State, Local, ISD and Authorizer reporting compliances.

#### Primary Duties:

- Assist Principals in solving educational problems as requested.
- Make sure all schools are in compliance with state/ federal laws and regulations.
- Document and maintain policies and procedures.
- Provide human resources support as needed.
- Represent the management company at State, Authorizer and ISD meetings as needed.
- Assist in budget preparation.
- Manage all MEG's applications and year-end reporting.
- Oversee management of Student Information System, MSDS and CIMS reporting.
- Assist in Identifying professional development and schedule for start of school year as well as throughout the year.
- Prepare agenda and meeting minutes for bi-weekly Administrator meetings and facilitate the meetings.
- Handle Board business as directed by the CEO.
- Prepare and deliver oral and written monthly management company reports to Board of Directors including year in review report.
- Prepare Annual Report for Publication according to MDE guidelines, for approval of Board of Directors.
- Prepare management company documentation as needed, such as processes and procedures, job descriptions, correspondence, school forms, etc.
- Prepare yearly seat hours calendar for submission to ISD; Document said calendar through the year as changes are needed and approved by Board; end of year detailed documentation to ISD on the DS4168.
- Ensure MDE submissions are complete by year end deadlines, including SID, REP, SRSD, FID and GAD.
- Submit compliance documents to Authorizer: specifically board meeting notices, agendas, minutes, resolutions, financial reports and any applicable grant reporting.
- Any other projects/ tasks as requested.

**Requirements:**

- Bachelor's Degree in Education or Business Administration; Master's Degree in Education or Business Administration preferred;
- Some experience with schools, either in the classroom or in an administrative capacity; Must be able to attend evening Board meetings as scheduled;
- Professional certifications as required by law.

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: Human Resource Coordinator

Reports to: CEO

Employed by: Education Management and Networks (EMAN)

#### General Description:

The Human Resource Coordinator manages the day-to-day operations of the Human Resource office. Responsibilities include managing the administration of human resources policies, procedures, and programs at the departmental development. Other responsibilities also include employee relations, training and development, benefits, compensation, organizational development, and employment.

#### Primary Duties:

- Assist Principals in solving educational problems as requested.
- Make sure all schools are in compliance with state/ federal laws and regulations.
- Document and maintain policies and procedures.
- Provide human resources support as needed.
- Represent the management company at State, Authorizer and LSD meetings as needed.
- Assist in budget preparation.
- Manage all MEG's applications and year-end reporting.
- Oversee management of Student Information System, MSDS and CIMS reporting.
- Assist in Identifying professional development and schedule for start of school year as well as throughout the year.
- Prepare agenda and meeting minutes for bi-weekly Administrator meetings and facilitate the meetings.
- Handle Board business as directed by the CEO.
- Prepare and deliver oral and written monthly management company reports to Board of Directors including year in review report.
- Prepare Annual Report for Publication according to MDE guidelines, for approval of Board of Directors.
- Prepare management company documentation as needed, such as processes and procedures, job descriptions, correspondence, school forms, etc.
- Prepare yearly seat hours calendar for submission to LSD; Document said calendar through the year as changes are needed and approved by Board; end of year detailed documentation to LSD on the DS4168.
- Ensure MDE submissions are complete by year end deadlines, including SID, REP, SRSD, FID and GAD.
- Submit compliance documents to Authorizer: specifically board meeting notices, agendas, minutes, resolutions, financial reports and any applicable grant reporting.
- Any other projects/ tasks as requested.

Requirements:

- Bachelor's Degree in Education, or Business Administration, or related field; Master's Degree in Education or Business Administration preferred;
- Some experience with human resources, either in a generalist or managerial capacity.
- Professional certifications as required by law.

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: Building Administrator/Principal

Reports to: CEO

Employed by: Education Management and Networks (EMAN)

#### General Description:

The purpose of this position is to organize and oversee the school operations to meet the educational needs of the students, their families, and the community as stated in the Board of Director's policies, administrative regulations and curriculum. Responsibilities include the leadership for curriculum and program development, the organization and supervision of all certified and non-certified personnel assigned to the Administrator and the operation of the facilities in which the school is housed.

#### Primary Duties:

- Report directly to the CEO for direction concerning the organization, operation and supervision of instruction, staff and program.
- Oversee the development of a master schedule of instruction that meets student needs through the efficient and proper utilization of staff.
- Oversee the utilization and coordination of the professional staff and services of supporting buildings and/or agencies.
- Oversee the supervision and evaluation of certified and non-certified staff and evaluate efforts of staff toward achieving school improvements and strategic goals and objectives.
- Assist in the recruitment of personnel.
- Prepare monthly building reports that detail specific activities of the building.
- Provide mentoring to all staff but more specifically less experienced certified staff and communicate effectively all expectations and operational procedures.
- Oversee the development and evaluation of the curriculum programs and materials for students in all grades.
- Be knowledgeable of and able to interpret laws, regulations, statutes, rules and policies regulating public school academies.
- Keep abreast of changes and developments in the field of education.
- Assess needs of the building and assist in facilitation of professional development that best meets the needs of the building staff members and the needs of the respective students.
- Meet with parents as needed regarding specific student issues such as behavior problems, IEP's and retention.
- Effectively build teams within the building, organize school committees and facilitate a positive working environment.
- Oversee the maintenance of records necessary for completing school, authorizer and state reports and for reporting student attendance and academic progress.

- Oversee staff in their efforts to maintain safe, orderly and effective learning environments.
- Seek and assist in the organization of parental involvement and support of the school.
- Prepare and administer budgets and related business procedures.
- Other duties as assigned.

#### Requirements:

- Minimum of Master's Degree in Education, Curriculum or Administration
- Professional certifications as required by law
- Previous experience in operations, administration and/or leadership
- Ability to handle numerous tasks simultaneously
- Self-starter with a willingness to collaborate with building staff and fellow Building Administrator/ Principals located at associated school buildings
- Ability to provide leadership in educational planning
- Ability to organize and administer personnel, program and facility use
- Ability to promote effective relationships with students, staff and community
- Ability to function effectively in a management team and work within the strategic planning process
- Knowledge of the growth and maturation patterns of elementary and secondary students
- Ability to communicate professionally and effectively, including oral and written communications to all stakeholders
- Criminal background check

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: Teacher

Reports to: Building Administrator/Principal

Employed by: Education Management and Networks (EMAN)

#### General Description:

The purpose of this position is for the delivery of high quality instruction at respective grade levels and/or specific subject matter and to assist the building administrator/ principal in meeting all the educational needs of the students, their families, and the community as stated in the Board of Director's policies, administrative regulations and curriculum.

Responsibilities include collaboration with all staff in the development of high quality curriculum and program development and SIP as well as collaborate at grade level and building level so as to address needs at the specific level.

#### Primary Duties:

- Review, and modify established and approved pacing guides and curriculum maps at the start of the school year and update as needed throughout the school year, in alignment with the MDE Curriculum Framework, Grade Level Content Expectations (GLCE) and in alignment with the Academy's established and approved goals and procedures;
- Implement and follow said curriculum;
- Prepare daily lesson plans based the MDE GLCE and formatted according to the established SIOP methods and submit to building principal as required;
- Independent classroom management ensuring a safe and orderly environment for the delivery of instruction;
- High levels of communication with all parents of respective students; clearly and timely communicating standards, achievements and deficiencies to students and parents;
- Teach good study habits;
- Student assessments according to established and approved methods and reporting of data from said assessments;
- Participate in SIP planning as well as membership in at least (2) collaborative teams (communication team, math team, PIC team, etc.)
- Maintain complete and accurate student academic and disciplinary records;
- Order and maintain appropriate levels of textbooks, instructional materials and equipment;
- Follow the letter and the spirit of Governing Board policies and directives from the Principal;
- Cooperate with staff from the Management Company, Principals and all other employees, parents and community members for the common goal of delivering high quality instruction and meeting State Standards;
- Set an example of intellectual curiosity, critical thinking, self-motivation and self-discipline for students; and modeling professionalism, competence, honesty, integrity, personal responsibility and respect for others in every aspect of the job.
- Attend weekly staff meetings and PD as planned.



- Maintain a positive attitude and be an ambassador for the school, EMAN, Inc., parents of Academy students and the community.

Requirements:

- Minimum of Bachelor's Degree and valid MOE teaching certification for assigned grade/subjects taught
- Ability to handle numerous tasks simultaneously
- Punctual and good attendance
- Self-starter but willingness to collaborate with building staff and Building Administrator/ Principals located at associated school buildings
- Ability to participate in educational planning
- Ability to promote effective relationships with students, staff and community
- Ability to communicate professionally and effectively, including oral and written communications to all stakeholders
- Basic technology proficiency in Word, Excel, and PowerPoint
- Criminal background check

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

**Title:** Administrative Assistant

**Reports to:** Building Principal/ Administrator

**Employed by:** Education Management and Networks (EMAN)

**General Description:**

The Administrative Assistant is responsible for the main office area. This individual is responsible for implementing visitation policies and assuring an appropriate office environment that is conducive to a school system.

**Primary Duties:**

- Answer incoming calls and direct to appropriate personnel.
- Maintain cleanliness in the main office area.
- Assist visitors and ensure School policies are implemented.
- Make announcements as needed.
- Process enrollment forms and withdrawals according to prescribed enrollment and withdrawal policies set forth by the district.
- Light secretarial duties including faxing, typing, filing, sorting, mailings and copying as needed by the Building Administrator.
- Interact professionally with all staff members, parents and visitors.
- Track daily student attendance.
- MSDS submissions, MICR submissions and other State reporting as assigned.
- Assist the principal in the smooth operation of the building and as such perform tasks as assigned by the principal.
- Other duties as assigned.

**Requirements:**

- Minimum High School Diploma or G.E.D., or equivalent
- Self-Starter
- Experience in school office environment
- High level of computer literacy including but not limited to Microsoft Word, Excel, PowerPoint, MSDS, Internet access
- Criminal records check

**Note:** This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: Custodian (contract)

Reports to: Building Principal/ Administrator

Employed by: Education Management and Networks (EMAN)

#### General Description:

Maintain the building in a clean and safe condition. Also run errands for the school as directed by the building Administrator/Principal

#### Primary Duties:

- Collect and dispose of trash, including in restrooms as needed during the school day, lunch area and otherwise needed during the school day.
- Keep floors clean and dry during the school day.
- Perform small repairs in the building during the school day.
- Keep all public areas in the school and on the surrounding grounds clean and free of safety hazards during the school day, to include the playground, restrooms, teacher classrooms, lunch area, parking lot, school offices.
- Replace light bulbs as needed during the school day.
- Set up rooms for special events as needed and directed by the Building Administrator/Principal
- Perform other duties as assigned by Building Administrator/Principal.

#### Requirements:

- High School Diploma, G.E.D, or equivalent
- Experience in school environment
- Ability to lift 50lbs.
- Criminal Records check

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

**Title: Business Manager/Grants Manager/Special Education Manager**

**Reports to: Administrative team Principal**

**Employed by: Education Management and Networks (EMAN)**

**General Description:**

Coordinate district Title I/II/III and IDEA initiatives and perform tasks as needed to facilitate full implementation of Title I/II/III and IDEA initiatives, including ensuring compliance with Title I/II/III and IDEA requirements specified in ESSA and IDEA in addition to implementation of said requirements for the district.

**Primary Duties:**

- Coordinate the district wide Title I/II/III and IDEA programs; All buildings are now School-wide with respect to Title I.
- Participate in State and LSD Title I/II/III and IDEA sponsored events in order to receive updates and new information on changes occurring in ESSA, IDEA and Title I/II/III.
- Assist in Title I program improvement requirements as needed and as applicable.
- Assist in developing budgets with the Administrative team.
- Compile and maintain written records and reports on results of the Title programs and disseminate this information to the appropriate agencies, parents and professional staff.
- Evaluate requests for Title equipment, supplies and materials.
- Track all Title equipment for audit purposes.
- Schedule meetings as necessary with Title staff to review policy, procedure and teaching methods within the program.
- Ensure that the annual meeting of Title I activities is held, and the minutes of said meeting are disseminated to parents of students being served, as well as maintained on file.
- Assist with the Title requirements.
- Assist with Title comparability requirements.
- Assist with the preparation of the A-133 audit as necessary.
- Articulate and interpret Title regulations in order to inform others in the district.
- Ensure that Title requirements specified in ESSA are implemented in all buildings.
- Ensure that IDEA regulations are followed.
- Ensure that the Special Education Flowthrough application is filed with the county.
- Ensure compliance with the county-wide special education plan.
- Assist with the negotiation of subcontracts for special education services as needed by student IEPs.
- Ensure that caseload limits are not exceeded.
- Ensure that CIMS reporting is completed.
- File the SE4096 and SE4094 at year end.
- Other duties as assigned by supervisors.

Requirements:

- Minimum Bachelor's Degree; Master's Degree preferred
- Problem solving ability
- Goal oriented
- Multi-tasker
- Ability to analyze complex situations
- Proficient in written communication and verbal communication in meetings and presentations

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: School Social Worker (direct hire/contract)

Reports to: Building Principal

Employed by: Education Management and Networks (EMAN)

#### General Description:

The School Social Worker's primary responsibilities are helping students and families make the best use of available opportunities and resources for fully developing each student's individual potential. The School Social Worker also provides the necessary professional skills to assist students and communities in problem solving and conflict resolution in a safe and healthy manner.

The School Social Worker brings an understanding of the psychosocial development of children and of the influences of family, community, and culture as they interact with the educational process and operates under the following premises: 1) that schools are most successful when they can be responsive and responsible partners with families and communities in fostering academic, social and emotional development of children; 2) that parental involvement with the school is essential to create positive academic and social outcomes for students; and 3) that social justice and equal opportunity for all students and families will increase educational attainment and enhance the educational experience for everyone.

#### Primary Duties:

##### Direct Services with Students

- Conduct assessment of student needs and assets.
- Promote parental involvement in the school and facilitate parent groups.
- Promote and provide supports to ensure regular school attendance.
- Conduct home visits and conduct family needs and assets assessments.
- Promote and support empowerment of/advocacy for students and families.
- Assist families with the interpretation of school policies and procedures.
- Provide individual counseling and facilitate group counseling.
- Provide crisis intervention services.
- Participate in the evaluation of special education placements.
- Participate in the development of behavioral modification plans.
- Provide short/long-term case management services to individual students.
- Provide necessary and appropriate services/ referrals to community agencies and coordinate services with those agencies.
- Coordinate services with other disciplines within the school.
- Participate in the identification and resolution of school-wide/community needs.
- Serve as a liaison between the school/family/community.
- Report suspected child abuse/neglect.

### Program Planning and Evaluation

- Conduct individual and/or system-wide surveys to assess the school and/or community needs.
- Implement appropriate programs, groups and initiatives to target at-risk populations (according to the assessment).
- Plan individual school and/or system-wide programs to promote a positive and caring school climate.
- Collaborate with community agencies to coordinate services with the school system.

### Advocacy

- Advocate for school environments to operate in the best interests of children.
- Encourage and support parent involvement in the school.

### Professional Practice, Development and Management

- Adhere to the values and ethics of the social work profession and use the NASW Standards for School Social Work Services and Code of Ethics as guides in decision-making model professional behaviors that contribute to addressing the needs of students, families, and the school community.
- Keep abreast of current community resources and determine how these resources may be beneficial to the student, her/his family, and the family's involvement in the academic process.
- Understand, and practice in accordance with federal, state, and local laws, statutes, and/or policies that relate to students and families; such as, child protection/child abuse, special education, attendance, education rights and privacy.
- Assume responsibility for continued professional development.
- Maintain accurate and appropriate case records and documentation.

### Requirements:

- Master's degree in school social work from an accredited school of social work and valid MDCH Social Worker license
- One or more years' experience in a school setting or social agency
- Excellent written and verbal communication skills
- Strong commitment to social justice and family empowerment
- Strong interpersonal skills; ability to collaborate well
- Solid knowledge of social work practice: strong assessment, interview and counseling skills
- Ability to prioritize work assignments, manage time efficiently and work independently
- Strong knowledge of governmental and private organizations and community resources

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.



Title: Technology Support Specialist (Contract/Direct Hire)

Reports to: Building Principal/ Administrators

Employed by: Education Management and Networks (EMAN)

Primary Duties:

- Report directly to building administrators.
- Maintain complete log of weekly activities, i.e.; maintenance, support, professional development, troubleshooting, data collection and analysis etc.
- Ensure full operation and implementation of all technology resources- including but not limited to:
  - (Set up, maintenance, support and implementation)
  - Star Early Literacy
  - Star Reader
  - Star Math
  - Accelerated Reader
  - Accelerated Math
  - Math Facts in A Flash
  - Study Island
  - Children's Progress
  - MI-Tracker
  - Data for Student Success
- Responsible for maintenance, troubleshooting and support of all district technology
  - Laptop Computers - Cleaning, Maintenance, Monitoring
  - Teacher/Administrator/Student Desktop Computers - Cleaning, Maintenance, Monitoring
  - Interactive White Boards
  - Document Cameras
  - Smart Boards
- Work with teachers to develop technology rich lessons using available district technology and software.
- Collect and analyze student achievement data. Prepare and present reports to administrators.
- Prepare graphs and narratives using state and local assessment data for School Improvement Plans, Ed-Yes Report, and MI-SAS etc.
- Assist with technology transition during 2010 summer building moves including transfer of data, tear down and set-up of all technology systems.
- Assist with technology implementation for 2010 summer school including set-up of student classes for Study Island, Star Reader, Star Math, Accelerated Reader and Accelerated Math programs.

- Classroom computer instruction as directed by building level administrators.
- First line contact for the administration of CENTRE.
- Other duties as assigned.

Requirements:

- Bachelor's Degree

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: Title I Paraprofessional

Reports to: Building Administrator/Principal; Title I Coordinator (for PO only) Employed by: Education Management and Networks (EMAN)

#### General Description:

For the purposes of Title I, Part A, a paraprofessional is an employee of the Academy who provides instructional support in a program supported with Title I, Part A funds. The Title I paraprofessional serves as part of an Instructional Team along with teachers and related services personnel in assisting in the design, implementation and evaluation of program activities to ensure high levels of learning and performance for identified students.

#### Primary Duties:

- Provide one-on-one tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher.
- Provide instructional assistance in a computer laboratory.
- Provide instructional support services under the direct supervision of a highly qualified teacher. [Title I, Section 1119]
- Act as a translator.
- Monitor and assist playgrounds, lunchrooms, etc. as needed.
- Assist in conducting parental involvement activities.
- Help mainstream identified students.
- Serve as a testing proctor when formal assessments are administered.
- Keep a daily performance log.

#### Requirements:

- Minimum of associate's degree or;
- Earned at least 60 hours of post-secondary education credit hours
- Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment (Work Keys), knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness)

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: Special Education Teacher- SE Coordinator

Reports to: Building Administrator/Principal

Employed by: Education Management and Networks (EMAN)

#### General Description:

Employees in this job function as professional permanent special education teachers, completing a variety of assignments to teach students with special needs and perform evaluations for those students referred for SE services. SE teachers will work collaboratively with regular classroom teachers and outside contractors as needed to establish the most effective educational plans for all SE students and ensure compliance with all SE laws. This is the experienced level. The employee performs a full range of professional special education teaching assignments in a full-functioning capacity. Considerable independent judgment is used to make decisions in carrying out assignments that have significant impact on services or programs. Guidelines may be available, but require adaptation or interpretation to determine appropriate courses of action.

#### Primary Duties:

- Participates in teacher training, as required.
- Selects appropriate texts, learning aids, materials, and supplies.
- Creates and maintains student records, and prepares reports relative to the work.
- Performs related work as assigned.
- Maintains student IEP records and prepares reports and correspondence related to the work.
- Plans and participates in extra-curricular student and staff activities.
- Teaches desirable study, work and recreational habits by providing pupils with opportunities for which they are best suited.
- Develops suitable curricula and effective teaching methods based on assessment of students' needs.
- Stays current with State and Federal laws;
- Prepares, adapts, and delivers instructional material.
- Teaches following the inclusion model.
- Develops educational plans for the individual student.
- Supervises students in classrooms, school buildings and social-curricular activities.
- Evaluates students' academic and behavioral progress and meets with stakeholders as needed to facilitate student needs are met by all.
- Monitors and schedules all testing.

## Requirements:

- Minimum of Bachelor's Degree and Possession of current Michigan teaching certificate (or equivalent) with a special education endorsement in autism, cognitive impairment, emotional impairment, learning disabilities, physical education for students with disabilities, physical or other health impairment, speech and language impairment, and/or visual impairment
- Ability of handle numerous tasks simultaneously
- Ability to maintain discipline and to get along well and develop rapport with handicapped children
- Ability to interpret the results of tests
- Ability to prepare examinations to test the attainment of students
- Ability to maintain favorable public relations
- Ability to communicate effectively with others
- Ability to maintain records, and prepare reports and correspondence related to the work
- Ability to prepare lesson plans and organize a meaningful instructional program
- Considerable knowledge of instructional methods applicable to the field of specialization
- Considerable knowledge of subjects and activities required in the field of specialization
- Considerable knowledge of the principles and practices of teaching
- Ability to evaluate critically the educational achievements of students and to give assignments according to their interests and ability
- Considerable knowledge of current literature, trends and sources of information in the field of education
- Considerable knowledge of the texts, materials, supplies and equipment necessary in carrying out educational or recreational programs
- Punctual and good attendance
- Self-starter but willingness to collaborate with building staff and Building Administrator/ Principals located at associated school buildings
- Basic technology proficiency in Word, Excel, and PowerPoint
- Criminal background check

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: Academics Improvement Counselor

Reports to: Building Administrator/ Principal

Employed by: Education Management and Networks (EMAN)

#### General Description:

Under the direction of the principal, serves as a member of the administrative staff in the middle school. Provides support to the principal and to other members of the management team in all areas of site administration, with emphasis upon pupil personnel services.

#### Primary Duties:

- Effectively manages student discipline.
- Coordinates or assists in coordinating other student programs, extra- curricular activities and clubs.
- Coordinates support services for students in the areas of counseling, academics, student behavior, or other concerns as appropriate; and refers students as needed.
- Communicates with parents through a variety of means; holds conferences as needed to discuss individual student's progress and school programs; coordinates Parent Education activities.
- Provides supervision for students during out-of-class activities (i.e. yard duty, special events, etc.)
- Gathers appropriate data to demonstrate accomplishments of the annual objectives and elements of the job description.
- Assist in the identification of students who may need additional assistance emotionally, academically or in family matters and develop interventions that will lead to improved student achievement.
- Develop and monitor successful interventions for low achieving students.
- Assist in all SIP activities as it pertains to student behavior.
- Assist in the gathering and development of student academic data and assist teachers in utilizing said data to guide instruction.
- Assist with a school-wide discipline program and work with all stakeholders (parents, school personnel and Principal) to develop intervention programs to improve behavior.
- Development and implementation of school restructuring programs, consensus and team building.
- Performs other duties as assigned.

Requirements:

- Bachelor's Degree in education; Master's Degree in Education preferred
- Three to five year's prior teaching experience; preference for individuals with experience in varied positions, including reading teacher and classroom teacher
- Excellent communication skills
- Criminal background check
- Deep understanding of evidence-based educational research and practices for teaching and assessing student progress toward achievement of benchmarks as established by the district and MOE

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

**Title: Intervention Teacher/Specialist/Coach**

**Reports to: Building Principal/Administrators**

**Employed by: Education Management and Networks (EMAN)**

**General Description:**

An Intervention Counselor provides support services to students, staff, and parents. Support is designed to address the needs of those students whose specific behavioral and attendance issues are interfering with their academic success. Intervention Counselor will work collaboratively with students, parents and teachers to determine the source of the behavioral issues; create behavior modification plans; and track progress. Support services include referrals, one-on-one and group counseling, assessment, diagnostics, report writing and record keeping. This work takes place at the school site, in other public buildings, and in private residences.

**Primary Duties:**

- Provides direct support service to individual students with behavior and attendance issues and periodic small groups
- Completes assessments, referrals, and counseling with students and families.
- Maintains accurate and comprehensive record keeping for each student served with high level of detail of issues, strategies used, progress and final dispositions of said students.
- Oversees implementation of XX School's Behavior Guidance program and manages the program once implemented.
- Consults with other professional staff and outside agencies and other organizations as needed to address issues of the specific students.
- Completes home visits and assessments.
- Develops and maintains family outreach programs and community partnerships.
- Serves as a member of the family support team and other school based teams.
- Completes written reports as needed or as requested by Principal.
- Completes reports as required by Federal, State and local agencies.
- Conduct professional development workshop on identifying at-risk students.
- Interview students and families.
- Make oral presentations of assessments, diagnostics, home visits, and observations.
- Maintain high levels of student confidentiality at all times.



Requirements:

- Master's degree (preferred) in field of social services, including MOE certification in K-8 School Counseling

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

Title: Title III ESL Coach

Reports to: Building Administrator/Principal

Employed by: Education Management and Networks (EMAN)

General Description:

For the purposes of Title III, LEP, an ESL Coach is an employee of the Academy who provides instructional support in a program supported with Title III, LEP funds. The Title III ESL Coach serves as part of an Instructional Team along with teachers and related service personnel in assisting in the design, implementation and evaluation of program activities to ensure high levels of learning and performance for identified students who possess limited English proficiency specifically.

Primary Duties:

- Provide one-on-one tutoring if such tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher.
- Provide instructional assistance in a computer laboratory.
- Provide instructional support services under the direct supervision of a highly qualified teacher.
- Act as a translator and assist students with the acquisition of English proficiency.
- Monitor and assist playgrounds, lunchrooms, etc. as needed, to ensure effective communication with English Language Learner students.
- Assist in conducting parental involvement activities.
- Help mainstream identified students.
- Serve as a testing proctor when formal assessments are administered.
- Keep a daily performance log.

Requirements:

- Minimum of associate's degree or;
- Earned at least 60 hours of post-secondary education credit hours

- Met a rigorous standard of quality and be able to demonstrate, through a formal State or local academic assessment (Work Keys), knowledge of and the ability to assist in instructing, reading, writing, and mathematics (or, as appropriate, reading readiness, writing readiness, and mathematics readiness)

\* Bilingual Skills and an ability to relate well with students and families

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization, provided they meet the requirements of Title III funding.

Title: Food Service Manager

Reports to: CEO

Employed by: Education Management and Networks (EMAN)

#### General Description:

The Food Service Manager is required to manage and coordinate the day-to-day food service operations of an assigned school site; assure compliance with District, State and Federal requirements and laws regarding nutrition, sanitation, safety and record-keeping; select, assign, schedule, supervise, direct, and evaluate assigned food service personnel.

#### Primary Duties:

- Manages, coordinates and oversees the day-to-day food service operations at an assigned school site; analyzes effectiveness, assures compliance with the District, State and Federal laws, regulations, safety and sanitation procedures.
- Estimates and orders amount of food and supplies needed; monitors and controls expenditures; maintains assigned budget.
- Directs, assigns, schedules and evaluates food service personnel: conducts training sessions for new employees.
- Inspects lunchroom and kitchen area daily to assure compliance with health, safety and sanitation requirements and regulations.
- Plans and coordinates daily work for efficient use of labor; receives calls from employees and calls substitutes as necessary.
- Trains and assists employees in the proper handling of foods, correct use and care of equipment and high standards of sanitation and safety.
- Maintains, prepares, and reviews a variety of menu production records, inventories, logs and reports; accumulates data and inputs information into a computer as appropriate and files documents as necessary.
- Supervises and participates in food preparation and distribution to District students and staff; plans for catered events such as meetings, activities and parties; plans and coordinates food service operations with school activities to improve school and community relations and increase student participation.
- Communicates with students, staff, faculty, and outside organizations to exchange information, receives suggestions, and resolves issues related to food service.
- Participates in, schedules and attends in-service meetings and workshops related to assignment.
- Demonstrates regular attendance and punctuality.
- Adheres to the appropriate code of ethics.
- Performs other duties consistent with the position assigned as may be requested by the CEO.

Requirements:

- Minimum Bachelor's Degree in Nutrition or related field
- Professional certifications as required by law
- Manage and coordinate the day-to-day food service operation at an assigned school site.
- Assure compliance with District, State and Federal requirements.
- Train others in the preparation and serving of food in large quantities.
- Read, interpret, apply and explain rules, regulations, policies and procedures.
- Schedule, supervise and evaluate staff and meet schedules and time lines.
- Analyze situations accurately and adopt an effective course of action.
- Operate a computer terminal as required.
- Work independently with little direction.

Note: This job description is not intended to be an all-inclusive list of responsibilities or required skills. It is intended to describe the general nature and level of work to be performed. The employee may perform other related duties as negotiated to meet the ongoing needs of the organization.

## MANAGEMENT AGREEMENT

This Management Agreement (hereinafter "Agreement") is made and entered into as of the 14th day of June, 2012 by and between Education Management and Networks, Inc. (hereinafter "EMAN"), a Michigan corporation, located at 26999 Central Park Blvd., Suite 295 Southfield, Michigan 48076 and Caniff Liberty Academy (the "Academy"), a Michigan public school academy, by and through its Board of Directors (the "Board").

The following is a recital of facts underlying this Agreement:

The Academy is organized as a public school academy under the Revised School Code (the "Code"). The Academy has received a contract (the "Contract") from the Oakland University Board of Trustees ("OAKLAND UNIVERSITY") to organize and operate a public school academy, with OAKLAND UNIVERSITY as the authorizing body.

EMAN specializes in providing educational institutions and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. The products and services of EMAN are designed to serve the needs of a diverse student population.

The Academy and EMAN desire to enter into this Agreement, whereby the Academy and EMAN will work together to bring educational excellence and innovation to the Greater Detroit Metropolitan Area, based upon a mutually agreed upon school design, comprehensive educational program, institutional principles and management methodologies.

THEREFORE, it is mutually agreed as follows:

### ARTICLE I TERMS

**A. Term.** This Agreement shall become effective June 1, 2012, and shall cover ( 5 ) academic years, with the entire term to end on August 31, 2017 (the "Term").

**B. Renewal.** The Term of this Agreement shall be automatically extended upon the expiration of the Term set forth in Section I, Paragraph A, above, for an additional period of (5) academic years, unless written notice of intent to terminate or renegotiate is given by either party no later than the March 1 next preceding the end of any academic year.

Notwithstanding the foregoing, if the Academy's Contract issued by the University is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties.

## **ARTICLE II**

### **CONTRACTUAL RELATIONSHIP**

**A. Authority.** The Academy represents that is authorized by law to contract with a private entity to provide educational and management services. The Academy further represents that it has received its charter through OAKLAND UNIVERSITY to organize and operate a public school academy. The Academy is therefore authorized by OAKLAND UNIVERSITY to supervise and control such an academy, and is vested with all powers within applicable law for developing and implementing the educational program contemplated in this Agreement.

**B. Contract.** Acting under and in the exercise of such authority, the Academy hereby contracts with EMAN, to provide functions relating to the provision of educational services and management and operation of the Academy in accordance with the terms of this Agreement and the Contract. EMAN and the Academy acknowledge that each has reviewed this Agreement and all related documents and that they each shall comply with the terms and conditions set forth in the Contract. Further, EMAN and the Academy each represent and warrant that they shall comply with any and all of the terms and conditions set forth in the Contract. The provisions on the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

**C. Status of the Parties.** EMAN is a for-profit corporation, and it 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 EMAN. The relationship between EMAN and the Academy is based solely on the terms of this Agreement. The parties intend that the relationship between them created by this Agreement is that of an independent contractor, and that except as expressly set forth in this Agreement, no employee of EMAN shall be deemed to be an agent or employee of the Academy. EMAN will be solely responsible for its acts and the acts of its agents, employees and subcontractors.

## **ARTICLE III**

### **FUNCTIONS OF EMAN**

**A. Responsibility.** Under the direction of the Board, EMAN shall be responsible for all of the management, operation, administration, and education at the Academy. Such functions include, but are not limited to;

1. Implementation and administration of the educational program previously developed and approved;
2. Recruiting, hiring and employing the principal, teachers, other professional staff and support staff at the Academy;
3. Providing professional development assistance and other training and supervision for the staff at the Academy;
4. Management of all personnel and human resources functions for the staff at the Academy and other support staff who provide services for the Academy;
5. Continued development, review, and implementation of the curriculum at the Academy;
6. Selection and acquisition on behalf of the Academy of instructional materials, equipment

and supplies;

7. Pupil accounting, as required on official count days and generally during the course of the school year;
8. Procurement and maintenance of insurance on behalf of the Academy;
9. Accounting and financial services as further specified in this Agreement;
10. Control, maintenance and operation of the Academy buildings, including daily custodial maintenance, repairs and replacements on an as-needed basis, and long-range facilities planning;
11. Installation of technology integral to the school design, including hardware, software, programming, upgrading, service, networking and maintenance;
12. Advertising for and recruitment of students, and performing all functions associated with enrollment;
13. Cooperation with the Board's legal counsel and independent auditor;
14. Implementation and enforcement of policies established by the Board;
15. Implementation of policies and procedures for the health, safety and welfare of students and other persons at the Academy;
16. Compliance services for the legal and regulatory requirements imposed upon the Academy;
17. Assisting and consulting in the design of strategic plans for the continuing educational and financial benefit of the Academy;
18. Design of an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community, for implementation by the staff at the Academy;
19. All other tasks and responsibilities necessary for the implementation and administration of the Educational Program;
20. Performance as agent for the Academy and the Board in the overall administration of the Academy;
21. All functions which are typically associated with the operation and administration of a public school and a public school district and which, in the absence of a management agreement with an educational service provider, would be performed by the staff of the school or school district;
22. Provision of parent education, including seminars on parent skills, communication skills and workshops to improve partnership with parents.



**B. Subcontracts.** It is anticipated that EMAN will utilize subcontracts to provide some of the services it is required to provide to the Academy, EMAN shall not subcontract the management, oversight or operation of the teaching and instructional program without the prior approval of the Board. Board approval of other subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose. EMAN will receive no additional fee as a result of subcontracting of any services.

**C. Place of Performance.** EMAN reserves the right to perform functions off-site, other than instruction, unless prohibited by state or local law. Functions which may be performed off-site may include but are not limited to purchasing, professional development, and administrative functions. Student records shall be maintained on-site and remain the property of the Academy.

**D. Acquisitions.** All acquisitions made by EMAN for the Academy including, but not limited to, instructional and educational materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. EMAN and its subcontractors will comply with Section 1274 of the Code and with the Board's procurement policy as if the Academy were making these purchases directly from a third party supplier and EMAN will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

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

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

**G. Legal Requirements.** EMAN shall provide educational programs that meet the requirements imposed under the Contract and applicable law.

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

1. **School Year and School Day:** The school year and the school day shall be as provided in the Contract and as defined annually by the Board.
2. **Authority:** EMAN shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by law.
3. **Contract with OAKLAND UNIVERSITY:** EMAN will not act in a manner that will cause

the Academy to be in breach of the Contract.

4. Additional Programs: The services provided by EMAN to the Academy under this Agreement consist of the educational program as set forth in the Contract, as the same may change from time to time. The Board may decide to provide additional programs, including but not limited to after school and evening programs, or programs at additional locations pursuant to subsequent amendments to this Agreement and the Contract. The Academy may also purchase additional services from EMAN at mutually agreeable cost.
5. Annual Budget Preparation: EMAN will annually prepare a proposed budget for the upcoming school year, subject to approval by the Board which shall not be unreasonably withheld. The budget shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and be prepared and maintained in a form satisfactory to the Board and to OAKLAND UNIVERSITY. The budget shall contain function level detail and comply with public accounting standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the educational program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Board no later than the regular Board meeting in MAY of each year, and approved by the Board no later than June 30. EMAN may not make deviations from the approved budget, absent an emergency situation, without the prior approval of the Board.

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

**A. Board Policy Authority.** The Board is responsible for determining the fiscal, governance, and academic policies that apply to the operation of the Academy, including but not limited to policies relative to the conduct of students while in attendance at the Academy or en route to and from the Academy, policies relative to conduct of teachers and other EMAN employees while on the premises of the Academy, and policies governing the procurement of supplies, materials and equipment. The Board shall exercise good faith in considering the recommendations of EMAN on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets subject to the constraints of law and the requirements of the Contract.

**B. Building Facility.** The Board is responsible for securing the availability of a building facility that complies with all of the requirements of the Contract and applicable law. The Building should be fully functional and furnished to achieve school goals at least six weeks prior to start of school year.

**C. Legal Counsel.** The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law.

**D. Chief Administrative Officer.** The Board shall select the Chief Administrative officer and any other financial officer as nominated by EMAN, this is to ensure Fiscal responsibility and accountability by EMAN, and adherence to the Financial plan.

**E. Audit.** The Board shall select and retain the independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law.

**F. Budget.** The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. The Board is responsible for ensuring that it has adequate resources to fulfill its obligations under the Contract, including but not limited to the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel, consultants and employees. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by EMAN and approved by the Board.

**G. Academy Funds.** The Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account shall be Board members and/or Board designated EMAN employees. All interest or investment earnings on Academy deposits shall accrue to the Academy. All state school aid funds and grants received by the Board shall be made available to EMAN within five days of receipt thereof, with the exception of funds needed to pay EMAN's management fee and funds required for payment of other Board obligations including payment for the, Board attorney, independent auditor. One-eleventh of the amount budgeted for such Board obligations shall be withheld from each of the eleven state school aid payments, and adjusted through the year based upon changes in budget estimates.

1. **Governmental Immunity:** The Board shall determine when to assert, waive or not waive its governmental immunity.
2. **Contract with OAKLAND UNIVERSITY:** The Board will not act in a manner which will cause the Academy to be in breach of the Contract.

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

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

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

1. The Academy and/or EMAN shall solicit and receive donations consistent with the

mission of the Academy.

2. The Academy and/or EMAN may apply for and receive grant money, in the name of the Academy with the prior approval of the Board.
3. To the extent permitted under the Code, EMAN may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

All funds received by EMAN or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing.

**C. Compensation for Services.** The Academy shall pay EMAN an annual management fee for each school year during the term of this Agreement. The amount of this annual fee shall be twelve percent (12%) of the sum of (a) all funds the Academy receives directly (State Aid, 31A, Title I, II, III, etc.) or indirectly (Lunch/Breakfast, Special ED, IDEA, Grants, etc.) attributable to a school year of the Academy during which EMAN provides services under this Agreement except for donations that are made to Academy. The management fee shall be paid in eleven (11) approximately equal installments from October through August, based upon budget estimates of revenue. Payments shall be made within five (5) business days of receipt of the Academy of state school aid payments. If necessary, EMAN will cooperate with the Academy to modify the exact date of any monthly installment to coordinate with the timing of the receipt of funds by the Academy. Management fee payments will be modified throughout the year, as necessary, based upon changes in estimated revenues of the Academy. Should the system of funding the Academy change significantly, the parties reserve the right to renegotiate the Agreement.

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

**E. Payment of Educational Program Costs.** All costs reasonably incurred in providing the Educational Program at the Academy shall be paid by the Academy, consistent with the approved budget. Such costs shall include, but shall not be limited to, salaries and fringe benefits for all personnel, curriculum materials, professional development, textbooks, library books, computer and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, maintenance, utilities, and marketing and development costs. EMAN shall present proper documentation to the Board on a monthly basis of all expenses incurred. At its option, the Board may advance funds to EMAN for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided on request once expensed. Any reimbursement invoices for services from EMAN to the academy will incur a 10% late fee if not paid within 14 days due to lack of availability funds or withholding access of funds by the board.

**F. EMAN Costs.** EMAN shall not be reimbursed for any corporate expenses of EMAN or expenses not related to providing the Education Program at the Academy.

**G. Other Public School Academies.** The Academy acknowledges that EMAN may enter into management agreements with other public school academies. EMAN 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.

**H. Financial Reporting.** EMAN shall be responsible for performing the functions and duties described in this section. On a quarterly basis, EMAN shall provide the Board with a cash flow analysis, an aged report of accounts payable, a bank reconciliation and a written report detailing the status of the budget to actual revenues. The Board must be presented a balance sheet and a statement of revenues, expenditures, and changes in fund balance at Function level detail. This report shall be prepared in advance of the Board meeting to be available for Board packets sent to Board members, and its designees, in preparation for Board meetings. EMAN shall provide special reports as necessary to keep the Board informed of changing conditions.

**I. Audit Report Information.** EMAN will make all of its records related to the Academy available to the independent auditor selected by the Board. EMAN corporate records, office records, tax records and profit and loss statements are excluded.

**J. Access to Records.** EMAN shall keep accurate information pertaining to its operation and management of the Academy, and retain all of information records in accordance with applicable law. Such information including without limitation information specified in Schedule 4, shall be available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract and applicable law. Financial, educational, operational and student records that are now or may in the future come into the possession of EMAN remain Academy records and are required to be returned by EMAN to the Academy upon demand, provided that EMAN may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. EMAN and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict OAKLAND UNIVERSITY's or the public's access to these records as required by law or the Contract.

Additionally, on an annual basis, EMAN shall provide to the Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

## **ARTICLE VI** **PERSONNEL AND TRAINING**

**A. Personnel Responsibility.** EMAN shall have the sole responsibility and authority to determine staffing levels, subject to the approved budget and Board approval of the number of classrooms and students per classroom, and to select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law. All personnel must meet legally required qualifications for their positions. With the exception of Board employees, if any, EMAN shall be the employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs, subject to reimbursement pursuant to Article V, Paragraph E.

**B. School Administrator.** Because the accountability of EMAN to the Academy is an essential foundation of this partnership, and because the responsibility of the School Leader is critical to its success, EMAN will have the authority, consistent with state law, to select and supervise the School Administrator and to hold him or her accountable for the success of the Academy. The employment contract with the School Leader, and the duties and compensation of the School Leader shall be determined by EMAN. EMAN with the assistance of the School Leader will, in turn, have the authority to select and hold accountable the teachers in the Academy.

**C. Teachers.** Subject to the Contract and limitations contained in Article VI, Paragraph A, prior to the commencement of each school year, and from time to time thereafter, EMAN shall determine the number of teachers required for the operation of the Academy. The curriculum taught by such teachers shall be the curriculum approved by the Board. Such teachers may, in the discretion of EMAN work at the Academy on a full or part-time basis. If assigned to work for the Academy on a part-time basis, such teachers may also work at other schools managed by EMAN. Each teacher assigned to or retained to work at the Academy shall hold a valid teaching certificate or permit issued by the State Board of Education under the Code, to the extent required under the Code, and shall meet all other requirements of state law and federal law.

**D. Support Staff.** Subject to the approved budget, prior to the commencement of each school year, and from time to time thereafter, EMAN shall determine the number and functions of support staff required for the operation of the Academy. EMAN shall hire and 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 EMAN work at the Academy on a full-time 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 EMAN

**E. Training.** EMAN shall provide training in its methods, program, curriculum and technology adopted by the Board, to all teaching personnel, on a regular and continuous basis. Non-instructional personnel shall receive such training as EMAN determines as reasonable and necessary under the circumstances.

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

**A. Additional Programs.** The services provided by EMAN to ACADEMY under this Agreement consist of the educational program during the school year and school day as set forth in the Contract. EMAN, in cooperation with the Academy may provide additional programs including, but not limited to, adult and community education, pre-kindergarten, summer school, and latch-key programs, on such terms and conditions as EMAN and the Academy deem mutually agreeable. The Academy shall be responsible for obtaining the written consent of OAKLAND UNIVERSITY whenever required under the Contract when any change requires such consent.

**B. Food Services and Transportation.** EMAN may, at its discretion, may provide food service and transportation services to students at the Academy, provided, however, such cost must be able to be passed on to the students or fully reimbursed by appropriate funding.

## **ARTICLE VIII**

### **TERMINATION OF AGREEMENT**

**A. Termination by EMAN.** EMAN may terminate this Agreement with cause prior to the end of the term specified in Article I in the event that the Academy fails to remedy a material breach within sixty (60) days after notice from EMAN. A material breach may include, but is not limited to, failure to make payment to EMAN as required by this Agreement, or failure to give reasonable consideration to the personnel, curriculum, program, or similar material recommendations of EMAN, regarding the operation of the Academy, a violation of the Agreement or applicable law. Upon such termination, EMAN shall have the option to reclaim any usable property or equipment (e.g., copy machines, personal computers) installed by EMAN and not paid for by the Academy, or to reclaim the depreciated cost of such equipment. Provided, however, all textbooks and instructional materials and any office operating assets, to the extent paid for by the Academy shall remain the property of the Academy.

The Board may terminate the term of this Agreement after sixty (60) days prior written notice to EMAN upon the occurrence of any of the following:

1. If EMAN shall cease to be approved by OAKLAND UNIVERSITY to render services under this Agreement;
2. In the event that EMAN or any of its Shareholders, and/or Board of Directors shall be guilty of felony or fraud, gross dishonesty, or other act of gross misconduct in the rendering of services under the Agreement;
3. In the event that EMAN fails to remedy a material breach of its duties or obligations under this Agreement within sixty (60) days after written notice of the breach is provided to EMAN by Academy;

Upon such termination, EMAN shall have the option to reclaim any usable property or equipment (e.g. copy machines, personal computers) installed by EMAN and not paid for by ACADEMY or to reclaim the depreciated cost of such equipment. Provided, however, all textbooks and instructional materials and any office operating assets, to the extent paid for by ACADEMY shall remain the property of the Academy.

Notwithstanding the foregoing, this Agreement may be terminated by either party immediately in the event the other party is declared bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a receiver is appointed or any proceedings are commenced, voluntary or involuntary, by or against such party under bankruptcy or similar law and such status is not cured within sixty (60) days from its occurrence.

**B. Change in Law.** If any federal, state, or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of this Agreement, and if the parties are unable or unwilling to renegotiate the terms within ninety (90) days after the notice, the party requiring the renegotiation may terminate this Agreement on thirty (30) days further written notice.

**C. Termination or Expiration.** Upon expiration of this Agreement at the completion of the Term without renewal of the Contract, EMAN shall have the right to reclaim any property or equipment including but not limited to copy machines, personal computers, that it provided to the Academy at its expense or which were installed by EMAN or to claim the depreciated cost of such equipment. Fixtures to the extent required by the lease with the building owner, and building alterations shall become the property of the building owner.

**D. 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 that school year. Provided, however, that EMAN shall provide necessary transition services at a reasonable fee, negotiated and agreed upon by the parties.

## **ARTICLE IX** **INDEMNIFICATION**

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

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

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

**D. Indemnification for Negligence.** The Academy shall indemnify and hold harmless EMAN and EMAN's Owner, Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which EMAN may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. EMAN shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of EMAN's directors, officers,



employees, agents or representatives.

**E. Indemnification of Oakland University.** The parties acknowledge and agree that the Oakland University Board of Trustees, Oakland University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Oakland University, which arise out of or are in any manner connected with Oakland University Board of Trustees' approval of the Academy's application, Oakland University Board of Trustees' consideration of or issuance of a Contract, the Academy Board's or the Educational Service Provider's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Oakland University, Oakland University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

## **ARTICLE X** **INSURANCE**

EMAN shall purchase, secure, and otherwise maintain the following insurance coverage for its duties and obligations under this Agreement, and in coverage amounts not less than the minimum policy limits specified below for each type of insurance coverage.

**Insurance.** The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage can be occurrence or claim made. If Claims Made retroactive date must be same or before date of of the original University-Academy contract and longest available tail coverage must be purchased.
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS

<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Corporal Punishment coverage
	Must include Sexual Abuse and Molestation Coverage
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original University-Academy charter contract and longest available tail coverage must be purchased.
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory Coverage
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory Coverage
	Higher limits will be required if PSA has its own buses
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits with \$1,000,000 Employer Liability Limits
	NOTE: If PSA is leasing employees from ESP and does not have payroll, PSA must still carry workers' compensation coverage including Employers' Liability limits of \$1,000,000.
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must include third party coverage
	\$500,000 limit
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	Can be Claims Made or Occurrence form but if Claims Made the longest available tail coverage must be purchased.
	\$2,000,000 limit with an unlimited aggregate or \$4,000,000 limit and aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary and Non-Contributory

	Coverage
	All coverages have to be included in Umbrella that are in General Liability, Automobile and E&O. Note: if Academy purchases additional Umbrella limits to meet the \$1,000,000 and \$3,000,000 for E&O then it must be in addition to the required Umbrella limits.
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

EMAN shall ensure that the Academy and OAKLAND UNIVERSITY both are named insured's on each such policy. EMAN shall comply with the information and for reporting requirements under the terms and conditions of each of the aforesaid policies of insurance. EMAN agrees that it shall maintain insurance coverage reasonably required by ACADEMY, not to include the coverage required hereunder to be obtained by ACADEMY, or by the authorizer or OAKLAND UNIVERSITY. EMAN shall purchase additional coverage on policies if reasonably requested by ACADEMY or by law.

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

The Academy and EMAN 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.

#### **ARTICLE XII** **DISPUTE RESOLUTION PROCEDURE - ARBITRATION**

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 submitted to arbitration. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, including one person who is selected or recommended by the Academy, and one selected by EMAN. The arbitration shall be conducted in accordance with the commercial Arbitration Rules of the American Arbitration Association, with such variations as the parties and arbitrators unanimously accept. The parties shall be responsible for their own respective costs and attorney fees.

**ARTICLE XIII**  
**MISCELLANEOUS**

**A. Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and EMAN.

**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 party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

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

If to EMAN:

**Ahmed Saber, President**  
EMAN, INC.  
City Center office Park Suite 295  
26999 Central Park Blvd.  
Southfield, Michigan 48076

If to Caniff Liberty Academy

**Mohammed Barlaskar, Board President**  
Caniff Liberty Academy  
2650 Caniff Street  
Hamtramck, Michigan 48212

**D. Severability.** The invalidity of any of the covenants, phrases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase, or clause had not been contained in this Agreement. Such invalid covenant, phrase or clause shall be replaced or the remaining provisions construed so as to represent the parties' original intent as nearly as possible.

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

**F. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services.

**G. 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.

**H. Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party, provided EMAN may without the consent of the Board, delegate the performance but not responsibility for such duties and obligations of EMAN specifically set forth herein


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

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

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

**EDUCATIONAL MANAGEMENT  
AND NETWORKS, INC.**

By:

  
\_\_\_\_\_  
**Ahmed Saber, President  
EMAN, Inc.**

**Academy Board of Directors**

By:

  
\_\_\_\_\_  
**Mohammad Barlaskar- Board President  
Caniff Liberty Academy**

**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
- Site Plan
- Floor Plan
- Lease Agreement
- Certificate of Use and Occupancy

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

2. The address and a description of the site and physical plant is as follows:

Address: 2650 Caniff Avenue  
Hamtramck, MI 48212

Description: The site consists of a two-story facility that contains approximately 45,000 square feet of space. The exterior of the building is brick and has a basement. The facility contains 29 classrooms, a gymnasium, a full kitchen, a library, storage, restrooms, and office space.

Configuration of Grade Levels: Kindergarten through Eighth Grade.

Term of Use: Term of Contract.

Name of the School District and Intermediate School District:

Local: Hamtramck Public Schools  
ISD: Wayne County RESA

3. It is acknowledged and agreed that the following information about this Site is provided on the following pages, or must be provided to the satisfaction of the University Board, 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 schools. In cases of disagreement, the Academy may not begin operations without consent of the University Board.
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



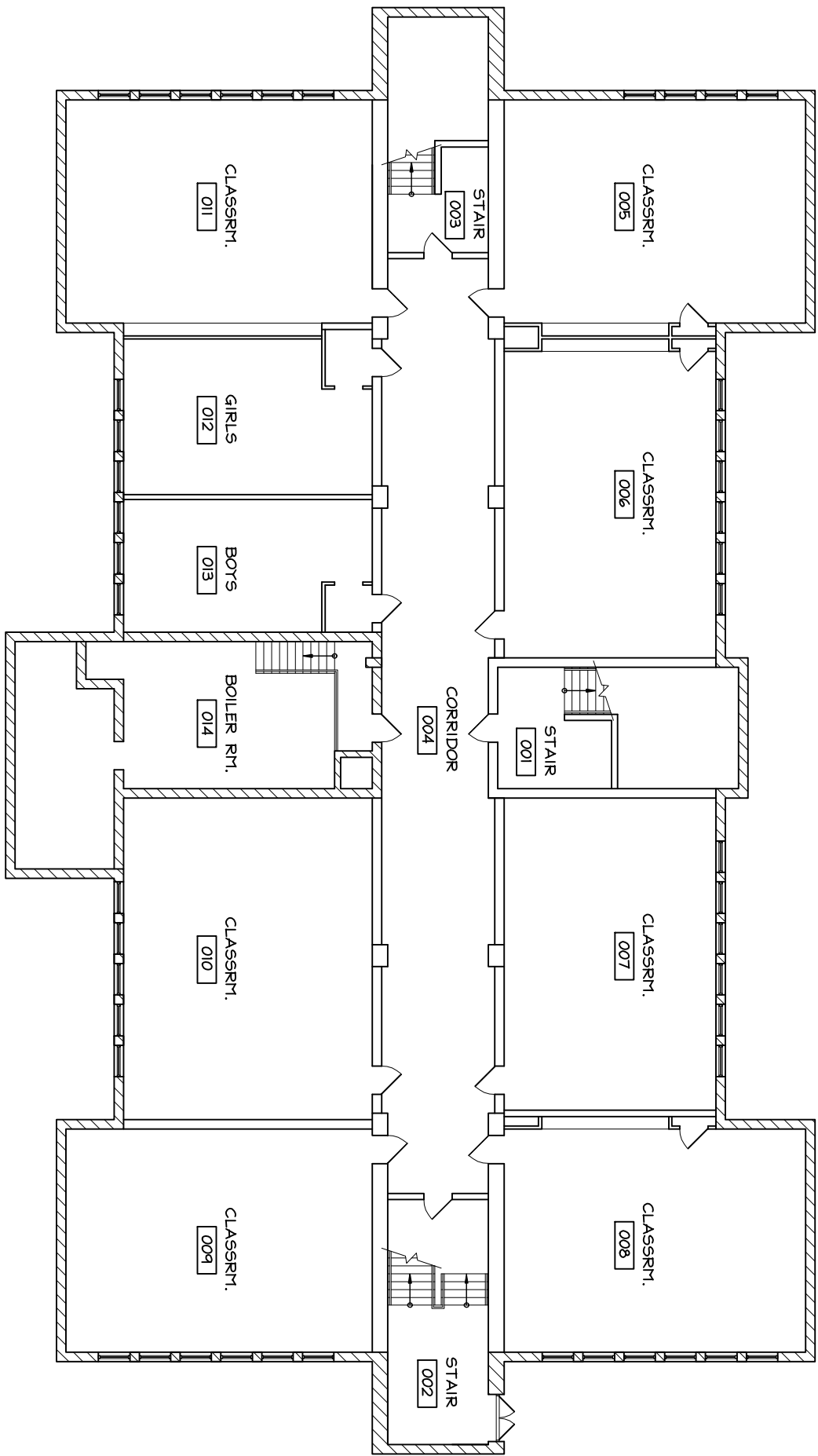
described above, to the satisfaction of the University, and the amendment regarding the new site has been executed.

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

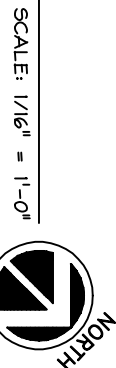
### **Narrative description of Caniff Liberty Academy**

Caniff Liberty Academy located at downtown Hamtramck at 2650 Caniff Street, Hamtramck, MI 48212. The facility was formally home to the Dickinson west elementary and Saint Ladislaus School. The proposed school will serve from grades K through 8<sup>th</sup>. The exterior structure of the facility is constructed with red and black brick. The east side of the building is adjacent to the parking lot and has 3 floors. It is connected by 1 floor (main entrance) to the west side's 2 floors. The building is approximately 53976 square feet with a capacity to hold between 800 to 900 students.

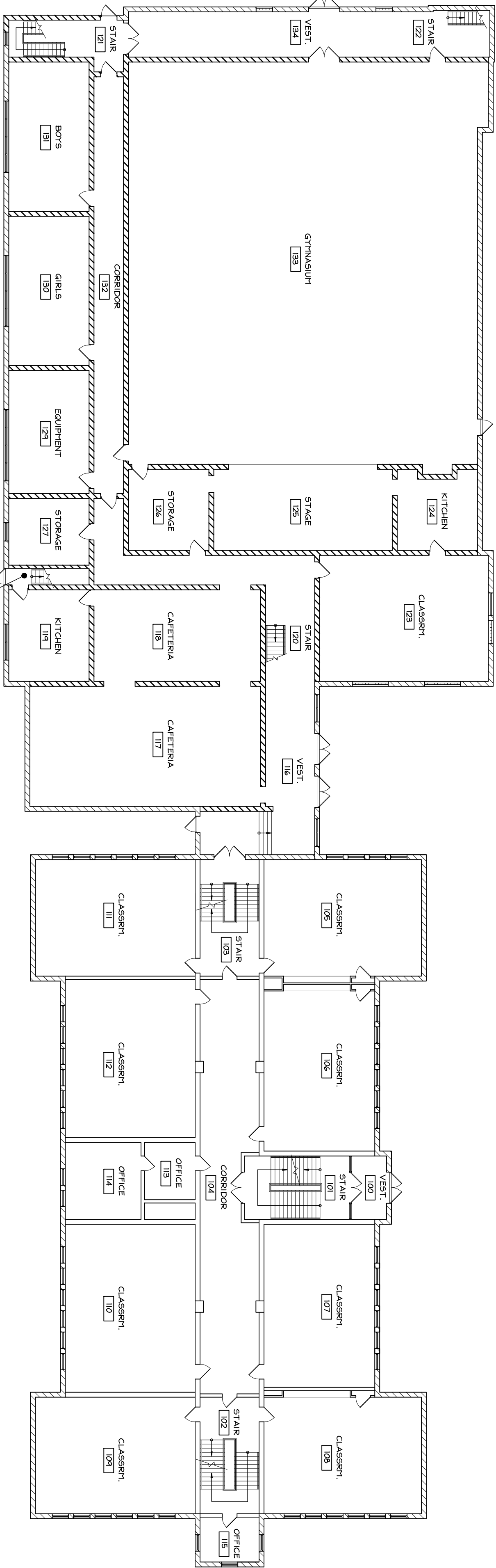
- 28 classrooms: Average size of each classroom is about 1000 square feet
- 1 library room: Approximately 1200 square feet with built in connection for computers.
- 1 main office: For principal and administration.
- 3 small rooms: For small class size or individual support and teacher assistant.
- 1 support room: For Internet connection and mainframe, security, and administrative support staff.
- 1 gym: At about 700 capacities and built in stage for conference. It is equipped with basketball rims, digital scoreboard, and seats for audiences, ticket counter, etc.
- 2 kitchens: 1 separate kitchen specifically accessible for any gym events. Other kitchen serves the student in the cafeteria. Both kitchens are equipped with appliances.
- 1 cafeteria: Serving at about 150 students at a time.
- 9 restrooms: 5 restrooms each with a capacity of 6-9 students at a time and 4 single restrooms.
- 2 boiler rooms with custodial storage: 1 serving the east side of the building and other the west side.
- 1 teacher's lounge
- 9 storage rooms: For equipment, maintenance, books and supply, and custodial support.
- 1 long extra group of rooms: Previously used as storage, shower, etc. Can be converted into 3 classrooms for future expansion.
- 1 parking lot: Gated parking lot. It has capacity for 50 car parking.



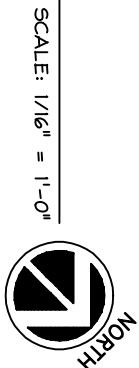
GROUND FLOOR PLAN



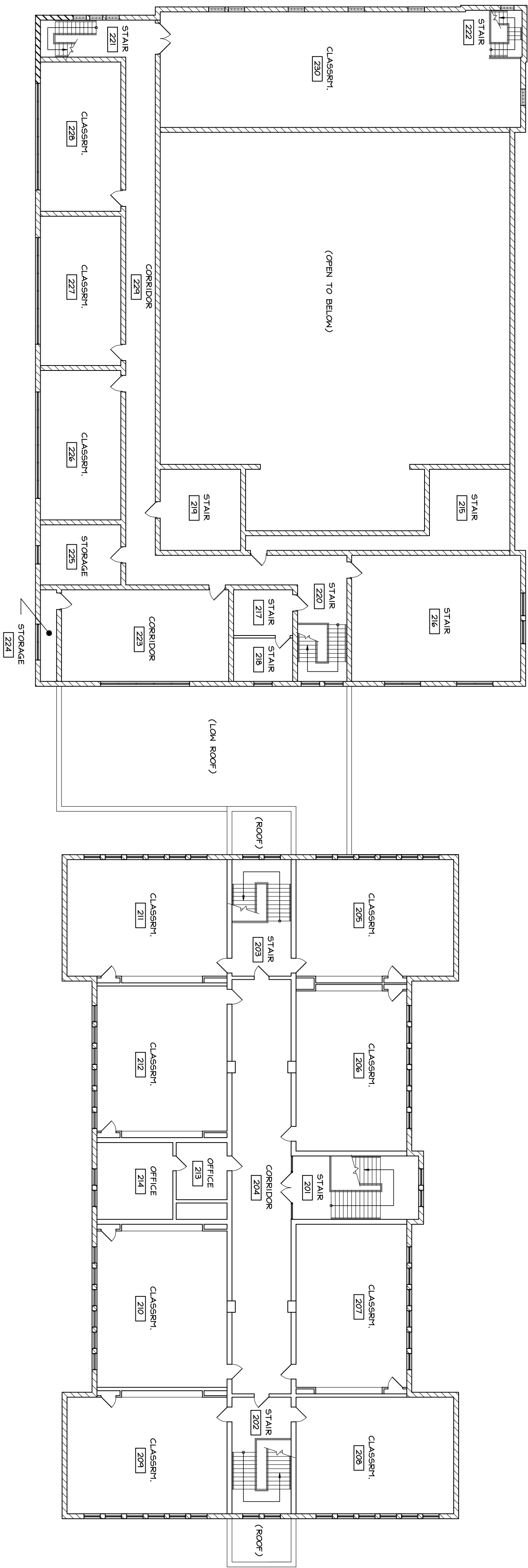
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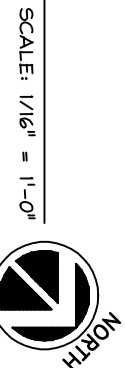
FIRST FLOOR PLAN



SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN



SCALE: 1/8" = 1'-0"

**STEVENS ARCHITECTS**  
ARCHITECTURE CONSTRUCTION MANAGEMENT  
209 Huron Avenue  
Port Huron, Michigan 48060  
(810) 987-3755 (810) 987-3701 FAX

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**COMPOSITE FLOOR PLAN**  
GROUND, FIRST & SECOND FLOOR  
SCALE: 1/16" = 1'-0"

**CANIFF LIBERTY ACADEMY**  
2650 CANIFF ST., HAMTRAMCK, MI 48212

**DOCUMENT DATE INFORMATION**  
PROJECT DATE: 01/12/12  
OWNER APPROVAL: NA  
PERMITS DATE: NA  
BIDS DATE: NA  
CONSTRUCTION DATE: NA

**PROJECT NO.**  
3134  
**SHEET NUMBER**  
A-1

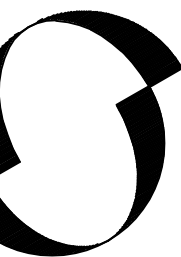
**FLOOR**  
ISSUE DATE:  
11/27/2012 12:31:12 PM

LAND SITUATED IN THE CITY OF HAMTRAC, COUNTY OF WAYNE,  
STATE OF MICHIGAN IS DESCRIBED AS FOLLOWS:

**TITLE REPORT NOTE:**

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE TITLE SOURCE, INC. COMMITMENT NO. 55567145, REVISION No. 2, DATED JULY 28, 2011, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURETOR.

KEM-TEC & ASSOCIATES  
22556 GRATIOT AVE., EASTPONTE, MI 48021  
(586) 772-2222 \* (800) 295-7222 \* FAX (586) 772-4048



**STEVENS ARCHITECTS**  
**ARCHITECTURE      CONSTRUCTION MANAGEMENT**  
 209 Huron Avenue  
 Port Huron, Michigan 48060  
 (810) 987-3755      (810) 987-3701 FAX

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## SITE PLAN

**SCALE: 1" = 20'-0"**

# CANIFF LIBERTY ACADEMY

2650 CANIFF ST., HAMTRAMCK, MI 48212

DOCUMENT DATE INFORMATION	
PROJECT DATE:	01/12/12
OWNER APPROVAL:	N/A
PERMITS DATE:	N/A
BIDS DATE:	N/A
CONSTRUCTION DATE:	N/A

PROJECT NO.

3134

SHEET NUMBER

Ω

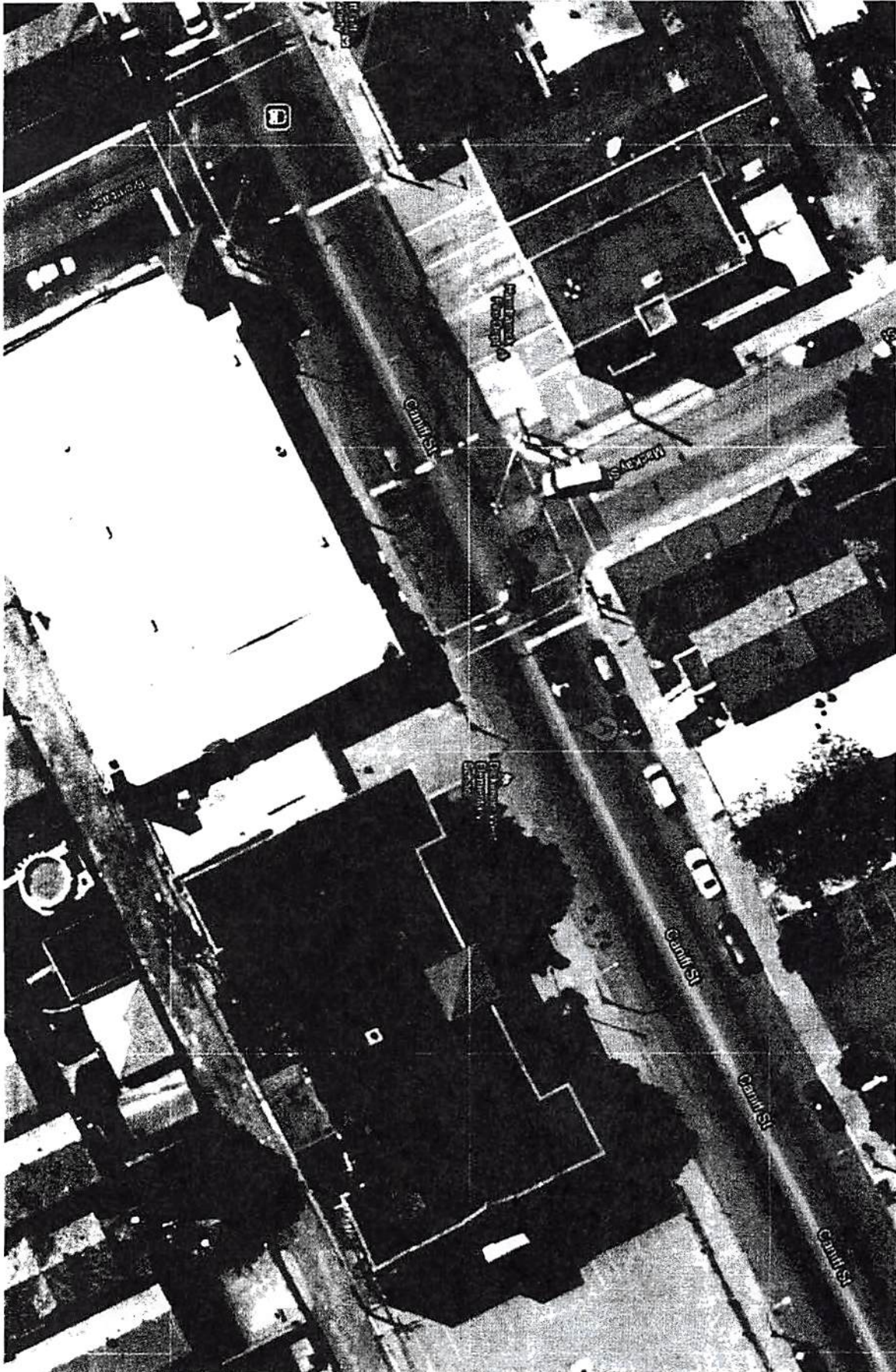
## SITE

ISSUE DATE:  
1/27/2012 12:30:28 PM



Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease" or "Agreement") is made and entered into as of February 10, 2017 (the "Effective Date"), by and between **Princeton Educational Management, LLC** a Michigan limited liability corporation (the "Landlord"), and **Board of Directors of Caniff Liberty Academy**, a Michigan public school academy (the "Tenant").

### **RECITALS**

A. The Landlord owns or otherwise has the right to occupy and lease the premises described herein. The Landlord has agreed to lease the same to the Tenant, and the Tenant has agreed to lease the same from the Landlord.

B. The parties desire to reduce their agreement to writing, on the terms herein provided within this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, in consideration of the mutual covenants herein, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

#### **Leased Premises.**

(a) The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the premises located at 2650 Caniff, Hamtramck, Michigan 48212 (hereinafter referred to as the "premises" or the "Property"). The building on the Property is known as the St. Ladislaus Building (the "Building"). All improvements in the portion of the Building leased by the Tenant and personal property in the portion of the Building leased by the Tenant are leased to the Tenant hereunder.

#### **Term and Renewal.**

(a) The initial term of this Lease shall be for a period that corresponds to the Authorizer's renewal of the Charter Contract, commencing on July 1, 2017 and ending on the date of the expiration of the Charter Contract. This lease may be renewed upon the mutual consent by both parties in writing for an additional period that corresponds to the Authorizer's subsequent renewal, if any.

(b) Tenant agrees that for a period for and commencing 90 days prior to the termination or expiration of this Lease, the Landlord may show the premises to prospective tenants.

**Rent.** The Tenant shall pay the Landlord as "**Annual Base Rent**" equal monthly payments due on the first day of each month, a monthly rental payment in an amount equal to 1/12th of 11.5% of the total state aid foundation (excluding Federal restricted funds, including, but limited to Title I, II, III, 31A and lunch programs) based on the Academy's pupil enrollment.



The enrollment of students will be set on the fall pupil count, as recognized by the State of Michigan for purposes of financial aid. The Annual Base Rent as determined under this Agreement shall remain in effect until the fall count occurs during the term of this Agreement, at which time the rent percentage may be adjusted. Each month rent will be due and payable within (5) business days after such pupil count is determined by the Tenant. Tenant shall provide, or cause to be provided, copies of the forms submitted to the State of Michigan regarding the student count within three (3) days after such information is submitted to the State of Michigan.

**Renovation of Building.** If the gym roof continues to leak disrupting the school activity landlord shall be responsible to replace the entire roof. Landlord shall change the existing classroom carpet once for the term of the lease when requested by the tenant. On the fifth year of the lease landlord shall paint the interior of the school.

**Utilities and Maintenance.**

Landlord agrees to be responsible ONLY for the roof, structure, outer walls, and boiler maintenance of the Building.

Tenant shall pay all other expenses of the Building and premises beyond the Landlord's responsibilities denoted in Section 5(a) above. Tenant's responsibilities shall include but are not limited to the following: payment of all gas, electric and water utilities; payment of fire, hazard and liability insurance; maintenance and repair of all the interior and exterior and all improvements; maintenance of all grounds; repair of all utility systems including the electrical, sprinkler, plumbing, and H.V.A.C. systems; maintenance of all driveways, walkways and parking areas; providing lawn care and maintenance; and removing debris, snow and ice from the premises to the extent required for Tenant's business operations and for general safety and welfare of persons on the premises. Notwithstanding the foregoing, if any of the systems set forth above need to be replaced, then the parties agree to allocate the costs of such replacement between them equally.

**Assignment and Subletting.** Tenant agrees not to assign or in any manner transfer this Lease and not to sublet all or any part of the Premises or allow anyone to come in with, through or under it. Any such assignment or transfer shall be a breach of this Lease entitling Landlord to assert any of its remedies. Consent by Landlord to one or more assignments of this Lease or to one or more subletting of the Premises shall not operate to exhaust Landlord's rights. In the event Tenant does assign or in any manner transfer this Lease, Tenant shall in no way be released from any of its obligations under this Lease. If Landlord consents to an assignment or sublease, or if Landlord does not elect to terminate the Lease upon such assignment or sublet, any rents or other amounts received by Tenant for use of the Premises (other than payment for sale of trade fixtures and inventory and other personal property of Tenant) in excess of the amounts payable to Landlord by Tenant shall be deemed excess rents, and shall be paid and due to Landlord. Unless Landlord otherwise agrees in writing, any assignment or subletting shall nullify and void the provision for Tenant to renew or extend the Lease beyond the initial Lease Term.

**Performance.** The Tenant leases the premises for the term provided herein, and covenants to pay, or cause to be paid to the Landlord at the dates and times above mentioned, the

base rent above reserved. All rent hereunder shall be paid to Landlord without any claim on the part of Tenant for diminution or abatement. The obligations of Tenant to Landlord shall be, in all respects, and for all purposes, unconditional; and, Tenant shall not be entitled to assert any right of defense or setoff to Tenant's obligations herein, until such time as such right has been reduced to a final judgment in favor of Tenant and chargeable against Landlord, by a court of competent jurisdiction.

**Insurance and Indemnification.** To the extent permitted under Michigan law, each party agrees to indemnify and hold harmless the other from any liability for damages to any person or property in or on the Premises as a result of its own negligence, or the negligence of its agents, employees, licensees and invitees. The Tenant will procure and keep in effect during the Lease Term public liability, contractual liability and property damage insurance for the benefit of Landlord in the sum of Three Million Dollars (\$3,000,000.00) per occurrence for bodily injury and property damage and Three Million Dollars (\$3,000,000.00) for each annual policy period for bodily injury or property damage. The Tenant shall deliver said policies or certificates of insurance coverage to the Landlord, and must notify the Landlord within five (5) days of the termination of said policies. Upon any failure by the Tenant to maintain such insurance, the Landlord may, at its option, obtain such insurance, and the cost shall be paid as additional rent due and payable when the next installment of monthly rent is due.

**Waiver of Subrogation.** Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee, partner or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

**Non-Payment of Expenses.** If the Tenant shall default in any payment or expenditure, other than base rent required to be paid or expended by the Tenant under the terms hereof, and such default shall continue for a period of 10 days after having provided written notice to the Tenant to cure the default, the Landlord may at its option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant five (5) days after presentment, together with interest at the Prime Rate as announced in The Wall Street Journal as in effect for each month from the date of such payment or expenditure by the Landlord. On default in such payment, the Landlord shall have the same remedies as on default in payment of base rent. Notwithstanding the foregoing, in no event shall the interest rate hereunder exceed the highest rate permitted under the circumstances pursuant to applicable law.

**Right to Mortgage; Attornment.** Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage now or hereafter placed upon Landlord's interest in the premises, and to any and all advances to be made thereunder, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder. Tenant agrees that any mortgagee may elect to have this Lease a prior lien to its mortgage whether this Lease is dated prior or subsequent thereto. Tenant further covenants and agrees to execute and deliver upon demand such further instrument or instruments as shall be required by Landlord or any mortgagee to carry out the intent of this Paragraph.



In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the premises, Tenant hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner, whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease.

If Landlord shall fail to pay within ten (10) days after due, any installment of principal or interest on any mortgage which is paramount to this Lease or which has been guaranteed by Tenant, or any installment of taxes or assessments affecting the leased premises, or shall fail promptly to remove any other lien or charge which could jeopardize the Tenant's right to possession as granted herein, then Tenant may make such payment or effect such removal. Any such payment or removal shall entitle Tenant to be subrogated to the lien or charge of the item so paid in addition to the rights given the Tenant under this Paragraph. If Tenant shall make any payment or advance or incur any expense for the account of Landlord, pursuant to this Paragraph or any other provision of this Lease, then Tenant shall be entitled to reimbursement therefore from Landlord. Tenant may apply such claim against any subsequent installment of rent or other charges due from Tenant hereunder; and, if Tenant is not reimbursed at the expiration of the term granted herein or any renewal or extension thereof, then Tenant may remain in possession of the leased premises until completely reimbursed through an offset against the rents and other charges falling due during such continued possession.

**Permitted Use of Property.** During the continuance of this Lease, the premises shall be used and occupied for the operation of a school and related operations, and for any other activity conducted by the Tenant at the premises prior to the date hereof. Tenant shall use the premises for no other purpose or purposes without the prior written reasonable consent of the Landlord. On any breach of this Paragraph, the Landlord may at its option terminate this Lease forthwith and reenter and repossess the premises, or exercise any other right or remedy provided herein.

**Quiet Enjoyment.** Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the premises for the term provided herein, without hindrance or interruption by Landlord, or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms of this Lease.

**Adjoining Property.** Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying property adjacent to or connected with the premises, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water or gas.

**Destruction of Property.** It is understood and agreed that if the premises be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord, at its option, may or may not repair and restore the Property. If Landlord elects not to restore the Property, the Landlord, in its sole discretion, may terminate the Lease.

**Eminent Domain.** If the whole or more than thirty percent (30%) of the premises, or if more than thirty percent (30%) of the parking areas on the premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the date possession of that part shall be required for any public purpose. The rent shall be paid to that day, and from that day Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the premises under the terms herein provided. However, if Tenant continues in possession, then the base rent shall be reduced in proportion to the amount of the premises taken. For this purpose, base rent shall be deemed allocable 85% to the buildings and structures on the premises (*when applicable*) and 15% to the parking or unimproved areas constituting part of the premises. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises herein leased. However, Landlord shall not be entitled to any portion of the award made to Tenant for loss of business, moving expenses or fixtures and equipment installed in the premises at the expense of Tenant or persons claiming under Tenant. If this Lease shall not be terminated as aforesaid, then Landlord shall, within a reasonable time after such taking, restore what may remain of the premises to a condition similar to the condition existing prior to the taking, subject to a reduction in size.

**Maintenance by Tenant.** Tenant shall maintain the Property as set forth in Section 5(b) of this Agreement. At the expiration of the term, the Tenant shall yield and deliver up the premises in like condition as when taken, reasonable use and wear thereof.

**Alterations by Tenant.** With the exception of those items for which Landlord has agreed to be responsible for above (ONLY roof, outer walls, and boiler maintenance), Tenant covenants and agrees that it will at its own expense, during the continuation of this Lease, keep the Premises and building, including canopies if any, and HVAC units in good repair. The Tenant shall not make any alterations, additions or improvements to the Premises or building without the Landlord's prior written consent, given by Landlord or its authorized agent. All alterations, additions, improvements and fixtures (other than unattached movable trade fixtures which may be installed without drilling, cutting, or defacing the premises) which may be made or installed by either party upon the Premises shall remain upon and be surrendered with the Premises and become the property of the Landlord at the termination of this Lease, unless Landlord requests their removal in which event Tenant shall remove the same and restore the applicable area(s) from which the applicable item(s) was/were removed to a condition consistent with the surrounding area, as well as restore the entire interior of the Premises to a rentable condition at Tenant's expense.

**Construction Liens.** In the event a construction lien shall be filed against the premises or the Property or Tenant's interest therein as a result of any work undertaken by Tenant, or as a result of any repairs or alterations made by Tenant, or any other act of Tenant, Tenant shall, within ten (10) days after receiving notice of such lien, discharge such lien either by payment of the indebtedness due the lien claimant or by filing a bond (as provided by statute) as security therefor. In the event Tenant shall fail to discharge such lien, Landlord shall have the right to procure such discharge by paying such lien or by filing such bond, in which case Tenant

shall pay the amount of such lien or the cost of such bond to Landlord as additional rent upon the first day that rent shall be due thereafter.

**Tenant's Acceptance of Premises.** Tenant acknowledges that no representations as to the condition of the premises or state of repairs thereof have been made by the Landlord, or its agent, which are not herein expressed. Tenant hereby accepts the premises in their present condition, AS IS, at the date of the execution of this Lease.

**Nuisance.** Tenant shall not perform any acts or carry on any practice which may injure any buildings or structures on the premises or be a nuisance or menace to neighbors or others. Tenant shall keep the premises under its control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, snow and ice at all times. If Tenant shall not comply with these provisions, then Landlord may enter upon the premises and have rubbish, dirt, and ashes removed and the premises cleaned, in which event Tenant shall pay all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning the premises. Said charges shall be paid to the Landlord by the Tenant as soon as a bill is presented.

**Compliance With Local Laws.** Tenant shall at its own expense, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all local, municipal, County, State and federal authorities affecting the premises and the cleanliness, safety, occupation and use of same. Notwithstanding the foregoing, the Tenant shall not be liable for any hazardous materials that exist on or about the Property as of the date Tenant first takes possession of the Property or which are introduced or exacerbated by Landlord or any third parties.

**Holding Over.** In the event of Tenant holding over after the termination of this Lease, the tenancy shall be from month to month in the absence of a written agreement to the contrary. The base rent amount during any such period of holding over shall be one hundred percent (100%) of the base rent amount otherwise applicable hereunder.

**Signs.** All signs and advertising displayed in and about the premises shall be such only as to advertise the business carried on upon the premises. No awning shall be installed or used on the exterior of the building unless approved in writing by the Landlord.

**Landlord's Right of Inspection.** Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary, the Landlord may demand that the Tenant make the same, and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs. The Landlord shall not be responsible to the Tenant for any loss or damage that may accrue to its stock or business by reason of such repairs. If the Landlord makes or causes to be made such repairs, the Tenant shall forthwith on demand pay to the Landlord the cost thereof with interest at the rate provided in Section 10 hereof.

**Default by Tenant.** Tenant shall be in material default of this Lease under circumstances including but not limited to any one or more of the following:

The failure of Tenant to pay any base rent or other sums due hereunder within ten

(10) days after the same shall be due;

The failure of Tenant to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been furnished to Tenant;

Tenant becoming bankrupt or insolvent, or filing any debtor proceedings, or taking or have taken against Tenant in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant making an assignment for the benefit of creditors, or Tenant suffering this Lease to be taken under any writ of execution, or Tenant petitioning for or entering into any similar arrangement; or

The abandonment of the premises by Tenant (as used herein, the term "abandonment" shall not include the cessation of operations by Tenant at the Property, provided that Tenant continues to perform its obligations hereunder).

If Tenant is in material default of this Lease, then Landlord, its attorneys, successors and assigns, in addition to any other rights or remedies they may have hereunder or at law shall have the right to declare this Lease terminated and the term ended, and/or shall have the immediate right of re-entry and may remove all persons and property from the premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespassing or becoming liable for any loss or damage which may be occasioned thereby.

Should Landlord elect to re-enter the premises as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or Landlord may from time to time without terminating this Lease, make such alterations and repairs as Landlord, in Landlord's sole discretion, determines is necessary in order to relet the premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals, as Landlord in Landlord's sole discretion may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of reasonable costs and expenses of such reletting including brokerage and attorneys' fees, and the cost of any such alterations and repairs; third, to the payment of rent due and unpaid hereunder. The residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. No such re-entry or taking possession of the premises, or any part thereof, by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease. In addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the



premises, reasonable attorneys' fees incidental thereto, and any and all other damages incurred by Landlord as a result thereof.

27. **Re-Entry.** In case any rent or other sums due shall be due and unpaid, or if default be made in any of the covenants contained in this Lease, or if the Premises shall be deserted or vacated, or if Tenant shall cease to remain open for business on a full-time basis during normal business hours for any period after the Rental Commencement Date of greater than twenty-one (21) days, other than traditional school related vacation periods, then it shall be lawful for the Landlord, its attorney, heirs, representatives and assigns, to re-enter into, repossess the Premises and to remove and put out every Tenant and occupant. Landlord shall give Tenant seven (7) days' notice and opportunity to cure for any monetary default before commencing summary proceedings for eviction, if Landlord elects to do so.

28. **Expenses and Damage of Re-Entry.** In the event Landlord shall, during the Lease term or any renewal periods, obtain possession of the Premises by re-entry, summary proceedings or otherwise, Tenant agrees to pay Landlord the reasonable expense(s) incurred in obtaining possession of the Premises, including reasonable attorney fees, and also all reasonable expenses and commissions which may be paid in reletting the Premises, and all other damages specified in this Lease. Should Landlord elect to re-enter, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate the Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet all or any part of the Premises for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due from Tenant to Landlord; second to the payment of any costs and expenses of such reletting, including brokerage fees and attorney fees and of costs of such alterations and repairs; third, to the payment of rent and other charges due and unpaid; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination of this Lease be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous breach.

29. **Waiver of Breach.** A waiver by any party of a breach of any provision of this Lease by any other party shall not operate or be construed (a) as continuing, or (b) as a bar to, or a waiver or release of, any subsequent right, remedy, or recourse as to a subsequent event, or (c) as a waiver of any subsequent breach by that other party.

30. **Notices.** All notices, statements or other communications which are required or contemplated by this Lease shall be in writing (unless otherwise expressly provided herein) and shall be either personally served at or mailed to the last known mailing address of the person

entitled thereto. In addition, a copy of each such notice, statement or communication intended for a party shall be furnished to such single additional addressee for that party as may be specified herein or specified in a like notice. All such notices, statements and other communications (or copies thereof) shall be deemed furnished to the person entitled thereto (a) on the date of service, if personally served at the last known mailing address of such person, or (b) on the date on which mailed, if mailed to such person in accordance with the terms of this Section. For purposes hereof, an item shall be considered mailed if the sender can establish that it was sent by means including, but not limited to, the following: (i) by United States Postal Service, postage prepaid; (ii) by air courier service (Federal Express or the like); or (iii) by telefax or other means of electronic communication.

31. **Successors and Assigns.** This Lease shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, executors, personal representatives, successor trustees, successors and assigns, subject, however, to the restrictions set forth herein regarding assignments and subletting by Tenant.

32. **Severability.** Should any covenant, condition, term or provision of this Lease be deemed to be illegal, or if the application thereof to any person or in any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each covenant, condition, term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

33. **Entire Agreement.** This Lease contains all the covenants, promises, agreements, conditions, representations and understandings between the parties hereto, and supersedes any prior agreements between the parties hereto, with respect to the subject matter hereof. There are no covenants, promises, agreements, conditions, representations or understandings, either oral or written, between the parties hereto, other than those set forth herein or provided for herein, with respect to the subject matter hereof.

34. **Amendment.** This Lease shall not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

35. **Governing Law.** This Lease shall be governed by and interpreted under the laws of the State of Michigan, irrespective of where this Lease is made.

36. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

37. **Gender and Number.** As the context of any provision may require, nouns and pronouns of any gender and number shall be construed in any other gender and number.

38. **Captions.** Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Lease.

39. **Incorporation by Reference.** All schedules, exhibits and other attachments which are affixed to and referred to in this Lease are incorporated herein and made a part hereof by this reference.

40. **Brokerage.** The parties hereto represent to each other that neither is liable to any third party for any fee or commission by way of brokerage with respect to the execution and delivery or the performance of this Lease.

41. **Authority.** Each individual executing this Lease on behalf of an entity represents and warrants that he or she has obtained the legal authorization necessary to sign this Lease on behalf of such entity.

42. **Construction.** Each party has participated fully in the negotiation and preparation of this Lease with full benefit or availability of counsel. Accordingly, this Lease shall not be more strictly construed against either party.

43. **Payment of Legal Fees in the Event of Litigation.** In the event of any litigation between the parties concerning the subject of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees. For this purpose, reasonable attorneys' fees shall be deemed to include court costs, including those for appellate proceedings, and fees for paralegals, legal assistants, accountants, and similar persons.

44. **Special Provisions Regarding Charter School Requirements.** The parties hereby agree as follows:

(a) The Tenant is a body corporate and governmental entity authorized by the Revised School Code. The Tenant is organized and operates as a public school academy and a nonprofit corporation. The Tenant is not part of its authorizing body, OAKLAND UNIVERSITY. The relationship between the Tenant and its authorizing body's Board of Trustees is based solely on the applicable provisions of the Revised School Code and the terms of the Charter Contract and other agreements between the Board of Trustees and the Tenant. The Tenant has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, the Caniff Liberty Academy Board of Trustees, or its authorizing body.

(b) The Lease agreement is subject to the terms and conditions of the Charter Contract between the Tenant and its authorizing body only when there is a conflict between the terms of this Lease and such Charter Contract. A copy of this Charter Contract has been provided to Landlord.

(c) The Lease shall terminate automatically and immediately upon termination or revocation of the Charter Contract between the Tenant and its authorizing body, in the absence of a successor Charter Contract with another authorizing body.

(d) The Landlord shall cooperate with the Tenant as necessary to satisfy the Tenant's obligation to provide reasonable access to the Tenant's authorizing body in the authorizing body's performance of its oversight function under the Charter Contract.

(e) The parties will cooperate as necessary to secure an Occupancy Permit for the Academy to operate as a public school academy in the Premises, and this Lease is conditioned upon the Tenant being able to obtain such an Occupancy Permit.

*[The remainder of this page left intentionally blank]*

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

**LANDLORD:**



**Princeton Educational Management, LLC**, a Michigan limited liability corporation

By: MWA Siddins

Its: President

**TENANT:**

**Board of Directors of Caniff Liberty Academy, a Michigan public school academy**

By: *[Signature]*

Its: Board President

# **CERTIFICATE OF USE AND OCCUPANCY**

## **PERMANENT**

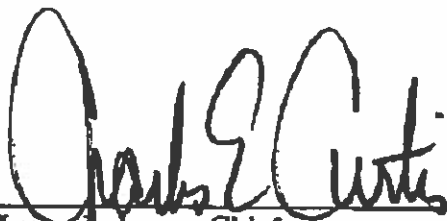
**Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes/Building Division**

**P. O. Box 30254  
Lansing, MI 48909  
(517) 241-9317**

**BFS Project No. 108628  
Caniff Liberty Academy  
2650 Caniff  
Hamtramck, 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 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.**



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

**December 11, 2012**

**RECEIVED DEC 11 2012**



**SCHEDULE 7**

**REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY**

## **SCHEDULE 7**

### **REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY**

Required Information for Public School Academy. This Schedule contains information required by Part 6A of the Revised School Code ("Code"). The required information for the Academy is contained in this Schedule 7.

- Section a.     Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b.     Educational Goal and Related Measures. The educational goal and related measures of the Academy are set forth in Section b of this Schedule.
- Section c.     Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d.     Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e.     Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f.     Application and Enrollment of Students. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g.     School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h.     Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

**SECTION A**

**GOVERNANCE STRUCTURE**

## GOVERNANCE STRUCTURE

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and all public schools are subject to the leadership and general supervision of the State Board of Education; and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the Oakland University Board of Trustees ("University") has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy through its Board ("Contract").

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 Oakland University. The relationship between the Academy and the University 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. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. **Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.**

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

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

**SECTION B**

**EDUCATIONAL GOAL AND RELATED MEASURES**

## **SCHEDULE 7b**

### **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 toward the achievement of the educational goal identified in this schedule. If applicable, on average, the Academy's low income and English Language Learners (ELL) students' academic performance must meet or exceed the performance of its peer district's low income and ELL students on the Michigan assessment system. If the Academy fails to meet this measure every year for three (3) consecutive academic years with measurement beginning with the fall 2015 school year, the University will consider the Academy unacceptable and may consider beginning the process to suspend and revoke the Contract.

Upon request, the Academy shall provide The Office of Public School Academies ("PSA Office") 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 for Determining Goal Achievement**

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, The PSA Office will annually assess the Academy's performance using the following standards.

#### **Kindergarten through Eighth Grade Standards:**

##### **Standard 1:**

Across bi-annual assessments, State standardized assessments, and local summative assessments all students will demonstrate measurable growth.

##### **Standard 2:**

On bi-annual assessments, students enrolled at the Academy for multiple years will demonstrate progress toward performance standards indicating post-secondary.

##### **Standard 3:**

On the State standardized assessment students will meet or exceed the performance of the composite resident district.

##### **Standard 4:**

Discipline data and/or student mobility indicate a safe, stable environment.



**SECTION C**

**EDUCATIONAL PROGRAMS**

## **Educational Program**

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**

The mission of Caniff Liberty Academy ("Academy") is to enlist all community stakeholders to provide for the multi-cultural needs of the students, through innovative experiences in a fully inclusive, safe and nurturing environment, thus preparing the students to be productive, contributing members of their diverse community and the world.

### **Vision**

The vision of the Academy is to continuously improve the standard of education delivered as well as raising the expectations and goals of the students and families of the students, in an effort to continuously improve the proficiency and skills of those graduating from the Academy.

### **Curriculum**

The foundation for the curriculum at the Academy is based on the Michigan Academic Standards, which include Common Core Standards and Next Generation Science Standards. Every student will receive a solid education in six major areas: literary arts, humanities and the arts, mathematics, science, character and ethics, practical arts and computer technology.

The curriculum is distinctive in the following ways:

The curriculum is enhanced by comprehensive studies in the literary arts and embedded with explicit connections to students' native cultural traditions and experiences.

The general education curriculum focuses on literacy across the subjects using the WIDA standards to improve students' second language acquisition skills.

The curriculum includes a variety of primary and secondary resources to support EL instruction and help close the achievement gaps between newly immigrated students and their academic peers. A comprehensive New Comer Program provides new immigrant students a transitional support to develop school readiness skills which includes survival English and basic social skills. Other EL students continue to receive Multi-tiered support system (MTSS) based ESL services and push-in support via native language paraprofessional assistance in the classrooms.

Caniff Liberty Academy has adopted the following primary resources to help support students' learning in the main subject areas:

ELA: Being A Writer by Collaborative Classroom; Cornerstone and Keystone Programs by Pearson, English Language Development Program—Language Central by Pearson, Rosetta Stone, Focus on Comprehension by Curriculum Associates, Phonics by Modern Curriculum Press  
Math: My Math (k-5) and Eureka Math (6-8)  
Science: Interactive Science (K-8) by Pearson  
Social Studies: Michigan Open Book Project, National Geographic and variety of supplementary resources

The aforementioned materials were selected using a rigorous process that focused on alignment to the standards, EL student-friendly print and rich colorful texts, grade-level content integration, emphasis on academic vocabulary and multi-level assessments.

**SIOP Framework:** In addition, all teachers receive formal training in the Sheltered Instructional Observation Protocol(SIOP) Model, which promotes academic language proficiency and provides EL students with equitable access to curriculum.

**Character Education:** The school makes an ongoing effort to teach character education through explicit and implicit means and methods. School-wide assemblies, teachable moments and classroom mini-lessons provide students with authentic experiences in building their character. The Character Education Program emphasizes the following key tenets: respect, responsibility, integrity, trustworthiness, caring, compassion and self-discipline.

**After-School Programs:** Other services to be offered include after-school programs, which will be targeted for those students who are in need of remediation in math and reading. This intervention-based program will be offered in math and reading using MAP data and teacher recommendations.

**Computer Literacy:** As part of our commitment to computer and technology literacy initiatives, the Academy shall provide formal courses for K-8 students. The courses will be designed based on Michigan Educational Technology Standards and resources available at the school. The primary goal is to ensure that all 8<sup>th</sup> graders increase in their computer proficiency compared to the previous years as measured by the 8<sup>th</sup> grade computer proficiency assessment.

**Special Education Programs** will be offered in compliance with IDEA. All special needs students who qualify for the services will have equal access to educational program of delivery through highly qualified and certified personnel.

**Extra-curricular activities** will be provided to offer students exposure to expanded selections of literature, sporting activities and enrichment activities to broaden students' horizons and expose them to areas of global life that they may not have exposure to during the regular course of education through the day.

**SECTION D**  
**CURRICULUM**

Curriculum is in a separate file due to size.

**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 this schedule and in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the PSA Office.

The Academy shall authorize the PSA Office 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:**

<u>Grade(s)</u>	<u>Academic Assessment(s)</u>
Grade 1	a standardized, norm-referenced assessment as required by the Code.
Grades 2-8	assessments as identified in Schedule 7b including all state-mandated assessments.



**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## **STUDENT APPLICATION AND ENROLLMENT**

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

### **Enrollment Limits**

The Academy will offer kindergarten through 8th grade. **The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.**

### **Requirements**

Section 504 of the Revised School Code states that public school academies will neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment will be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, the Academy will not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils.
- The Academy may give enrollment priority to a child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. 504(4)
- The Academy will allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils will be selected for enrollment through a random selection drawing.

### **Matriculation Agreement**

- The Academy Board may enter into a matriculation agreement with another public school academy or public school pursuant to section 504(4) of the Revised School Code.

- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Public School Academy Office for review.
- Any matriculation agreement entered into by the Academy shall be added to this attachment through a contract amendment in accordance with this Contract.
- Until this matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

### **Application Process**

- The application period will be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy will accept applications all year. If openings occur during the academic year, students will be enrolled. If openings do not exist, applicants will be placed on the official waiting list. The waiting list will cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students will be admitted according to the official waiting list. The position on the waiting list will be determined by the random selection drawing. If there is no waiting list, students will 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 Public School Academy Office.**

### **Legal Notice or Advertisement**

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

### **Re-enrolling Students**

- The Academy will 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 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 re-apply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
  - A. The number of students who have re-enrolled per grade or grouping level.
  - B. The number of siblings seeking admission for the upcoming academic year per grade.
  - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
  - D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

### **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 will:

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

The Academy will use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy will:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.

- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy will 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 will 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 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to Office of Public School Academies ("PSA Office") in accordance with the Master Calendar of Reporting Requirements.

### **School Day Schedule**

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to The PSA Office 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 grades K-8. The Academy may revise grades with the prior written approval of the authorizing body.