



School District of the City of
HIGHLAND PARK

**CONTRACT TO OPERATE
A PUBLIC SCHOOL ACADEMY**

- between -

The School District of the City of Highland Park

- and -

**The Highland Park Public School Academy System
a Michigan Public School Academy**

July 19, 2019

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CONTRACT

Pursuant to the Michigan Revised School Code (“Code”), and in particular being Part 6A, Sections 380.501 through and including 380.507 of the Michigan Compiled Laws, and Act No. 416 of the Public Acts of 1994, The School District of the City of Highland Park (“Board of Education”) grants a contract confirming the status of a public school academy in this State to the Highland Park Public School Academy System (the “Academy”), a Michigan public school academy. The Parties agree that the granting of this Contract is subject to the following terms and conditions, and this Contract is effective as of the 1st day of July, 2019.

ARTICLE I DEFINITIONS

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

- (a) “Academy” means the Michigan nonprofit corporation named The Highland Park Public School Academy System, which is established as a public school academy pursuant to this Contract, is located within the City of Highland Park and the Wayne Regional Educational Service Agency.
- (b) “Academy Board” means the Board of Directors of the Highland Park Public School Academy System, each of whom must be a U.S. Citizen to hold office and remain in good standing, and as listed on the Board of Education’s Board Member List.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including, without limitation, those statutes and regulations set forth in MCLA 380.501 through 507 and the Education Department General Administrative Regulations, being 34 CFR Parts 74, 75, 76, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99 as such laws and regulations may be amended.
- (d) “Application” means the Phase I and Phase II Application to The School District of the City of Highland Park (including all attachments and the executed Assurances page) in which representations were made to the Board of Education regarding the program and its operation, which representations were material inducements to the Board of Education to grant the Contract.
- (e) “Authorizing Body” or “Authorizer” means The School District of the City of Highland Park.
- (f) “Board of Education” means the Board of Education of The School District of the City of Highland Park, its designee, the President of the Board of Education of The School District of the City of Highland Park and his/her designee, the Director of the Charter Schools Office.

- (g) “Board Member List” means the Board of Education’s official document listing the names and terms of each member of the Academy Board appointed by the School District, the current list being incorporated into Schedule 13 of this Contract.
- (h) “Charter Schools Office” (“CSO”) means the office charged by the Board of Education with authorizing and overseeing public school academies, schools of excellence and strict discipline academies.
- (i) “Code” means the Michigan 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.
- (j) “Department” means the Michigan Department of Education.
- (k) “Director” means a person who is a member of the Academy Board of Directors.
- (l) “ESP” means the educational service provider employee leasing company or third party management company contracted by the Academy Board, if any.
- (m) “Policy” means the Policy Statement adopted by resolution of The School District of the City of Highland Park, as amended from time to time, establishing the method of selection, length of term and number of members of the Academy Board.
- (n) “President” means the President of The School District of the City of Highland Park Board of Education and shall also include his/her authorized designee.
- (o) “Relative” means mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law spouse, domestic or same-sex partner.
- (p) “Resolution” means the Resolution of the Board of Education or Order of the Emergency Manager establishing the Highland Park Public School Academy System as a public school academy.
- (q) “School District” means The School District of the City of Highland Park established pursuant to Article 8, sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.711 et seq.
- (r) “State Board of Education” means the State Board of Education, established pursuant to the Michigan Constitution of 1963, Article 8, Section 3.
- (s) “State Superintendent” means the State Superintendent of Public Instruction.

Section 1.2. Schedules. All schedules to this Contract are part of this Contract and incorporated into this Contract as if fully stated herein.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code and as set forth in applicable law shall have the same meaning in this Contract.

ARTICLE II
ROLE OF THE SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK
BOARD OF EDUCATION AS AUTHORIZING BODY

Section 2.1. Method of Selection, Length of Term, and Number of Members of the Board of Directors. The Board of Education has adopted the Policy providing for the method of selection, length of term, number of members, qualification of members, the procedure for removal of members and the names of the initial Academy Board. The Policy is incorporated into this Contract as Schedule 1 (see Policy Statement part V).

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Board of Education has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. Additionally, the Academy shall be responsible for the following:

- (a) The Academy shall provide the President with (i) a copy of the annual educational report prior to the date required for publication by Applicable Law and submit to the President documentation sufficient to demonstrate the Academy's progress in meeting its educational goals, including with respect to student success on all assessments administered, and (ii) the monthly report required under MCLA 380.552 (20).
- (b) In the event that the President determines that the Academy's educational outcomes are not meeting the targeted educational goals, the School District, at its discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to the President. The Academy shall pay for the expense of the evaluation.
- (c) The Academy shall submit audited financial reports, including auditor's management letters and any exceptions noted by the auditors, to the Board of Education. The reports shall be prepared by the Academy's independent auditor and submitted to the President prior to the date by which such audited financial reports must be submitted to the State of Michigan pursuant to Applicable Law.
- (d) The Academy shall provide the President with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1.
- (e) The Academy shall provide to the President agendas and notice in advance of all Academy Board meetings and minutes of all Academy Board meetings. All notices of special meetings shall be accompanied by an affidavit that the posting was undertaken in accordance with this Contract, the Academy Board's bylaws and Applicable Law.
- (f) The Academy shall promptly notify the President of correspondence received from the Michigan Department of Education or State Board of Education that requires a formal response and provide a copy of said response.

- (g) The Academy shall immediately report to the President any litigation or formal proceedings alleging a violation or violations of Applicable Law by the Academy, its officers, employees, agents, and/or contractors and/or the ESP, its officers, employees, agents, and/or contractors or subcontractors.
- (h) The Academy shall permit visitation of its facilities and programs at any time by representatives of the Board of Education authorized by the President. No advance notice is required.
- (i) The Academy shall permit examination and/or duplication of any or all records the Academy is required to maintain and/or submit at any time by representatives of the Board of Education authorized by the President.
- (j) The Academy shall provide certification of its adoption of such policies as the Academy Board deems reasonable and necessary to discharge its functions and to comply with Applicable law.

Section 2.3. Reimbursement of Board of Education Costs. Pursuant to MCL 380.502(6), the Academy shall pay the Board of Education an administrative fee to reimburse the Board of Education for the costs of its execution of its oversight responsibilities. The fee is deemed earned upon the commencement of a given fiscal year of the Academy and shall be 3% of the total of all state school aid payments received by the Academy for that fiscal year. The Board of Education may choose, at its sole discretion, to waive all or a portion of the fee.

Section 2.4. Reimbursement for Board of Education Services Associated with Third Party Subpoenas and Freedom of Information Act Requests. If the Board of Education receives a Freedom of Information Act Request or a subpoena from a third party (including the Academy, its counsel, the Academy's ESP or its counsel) demanding the production of Academy documents related to pending litigation or proceedings involving the Academy, the Academy's ESP (or any subcontractor of the ESP or other contractors of the Academy) or any third party, the Board of Education may charge the Academy for the cost of the services associated with the Board of Education's response to the subpoena or FOIA request (including actual attorney's fees in fulfilling the request). The parties agree that the Academy may avoid the obligation to pay for services by the Board of Education associated with responses for requests for documents by directly producing Academy documents to the requesting party.

In the event the Board of Education receives a subpoena or other valid order or process from a Court of competent jurisdiction compelling testimony of a member of the Board of Education's Board of Education, its President or any other of its officers, directors, or other personnel, the Academy shall pay all legal fees and costs (including actual attorney's fees) related to the required testimony.

Section 2.5. Board of Education as Fiscal Agent for the Academy. The Board of Education is the fiscal agent for the Academy. The Board of Education shall retain any amount owed to the Board of Education by the Academy pursuant to this Contract, provided that the Board of Education shall retain no more than the total of (a) 3% of each installment for its Board of Education Costs and (b) the costs associated with responding to a subpoena or FOIA request under Section 2.4 in the event the Academy declines to produce such documents itself. For

purposes of this section, the responsibilities of the School District, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 2.

Section 2.6. Authorization of Employment. The Academy may employ or contract with personnel, in accordance with all state law requirements regarding certification (including certified teachers, administrators, and chief business officials) according to Applicable Law, and qualifications of certain employees of public schools, except that noncertified teachers and/or administrators may be used as permitted by Applicable Law. Academy shall make available to the Board of Education for its review all licenses, certifications, and other qualifications of Academy personnel required by law, and shall undertake or cause to be undertaken all criminal background and unprofessional conduct checks required by applicable law.

Section 2.7. Borrowings by the Academy. The Academy shall not incur indebtedness or borrow money except in accordance with applicable law and with the prior approval of the School District. It is the Academy's obligation to provide the Board of Education with sufficient notice and time to review any and all closing documents prior to any anticipated closing. Failure to do so risks non-approval of the borrowing in question or non-delivery of any certificates requested of the authorizing body. The Academy may not levy taxes. Notwithstanding the foregoing, the Academy, only after obtaining the prior written approval of the Board of Education, which consent may be withheld for any reason, may incur debt only as follows:

- (a) Short-term: The Academy may incur temporary debt in accordance with Section 1225 of the Code provided it submits forms of the proposed financing documents (including term sheet, amortization schedule and cash flow) to the attention of the Director of CSO at least fifteen (15) business days prior to closing and obtains his/her written nondisapproval of the transaction prior to closing. For transactions involving the Michigan Finance Authority's annual State Aid Note Pool program, in recognition of the fact that the documents are of a standardized set and have historically been released to counsel and require return by counsel in a compressed time period, in lieu of providing transaction documents, the Academy will provide the State Aid Note Program application, cash flow workbook, and all application-related materials to CSO simultaneous with submission to the State Aid Note Program staff. The CSO's nondisapproval of any transaction hereunder is not a representation by CSO of any aspect of the Academy's operations, the Academy's credit-worthiness, or the Academy's ability to repay the indebtedness incurred. Credit decisions regarding indebtedness are expressly the responsibility of the lender.
- (b) Long-term: The Academy may enter into long-term indebtedness in the manner and form permitted by applicable law provided it submits forms of the proposed financing documents (including term sheet, amortization schedule and any preliminary offering document, e.g., a Preliminary Official Statement) to the attention of the Director of CSO at least thirty (30) days prior to closing and obtains his/her written nondisapproval of the transaction. The CSO's nondisapproval of any transaction does not mean that CSO expresses or implies any opinion as to the veracity or completeness of any representation made in any offering document or that CSO is making any representations of the Academy's credit-worthiness or its ability to repay any indebtedness so incurred. Credit decisions regarding indebtedness are expressly the responsibility of the lender.

- (c) An 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 or the School District. 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 School District of the City of Highland Park shall ever be pledged for the payment of any Academy instrument of indebtedness.
- (d) The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan or The School District of the City of Highland Park, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan or The School District of the City of Highland Park in any way guarantee, are financially obligated, or are in any way responsible for any agreement, promissory note, contract, mortgage, loan or other instrument of indebtedness entered into by the Academy. No party shall attribute any representation regarding the Academy in any manner, including in relation to any financing or financial undertaking that does not appear in a document physically signed with a wet signature by the Director of CSO.
- (e) In the event that indebtedness of any sort contemplated by the Academy requires an intercept of state school aid for payment of debt service, a certificate or certification by the Board of Education or the Board of Education, the issuance of such is subject to the sole discretion of the School District, through its designee, the Director of CSO. It is Academy's responsibility to provide ample notice of at least sixty (60) days of its need for same to ensure sufficient time for review, unless extenuating circumstances prohibit such review, in which case, the Academy shall provide notice at the earliest possible opportunity.

**ARTICLE III
REQUIREMENT THAT ACADEMY ACT SOLELY
AS GOVERNMENTAL ENTITY**

Section 3.1. Governmental Entity. The Academy shall act exclusively as a governmental entity and shall delegate none of its governmental functions, including the determination to assert or not to assert governmental immunity under Applicable Law.

Section 3.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. It is organized and shall operate as a public school academy and a Michigan nonprofit corporation. The Academy is not a division or a part of The School District of the City of Highland Park. The relationship between the Academy and the Board of Education is based solely on the applicable provisions of the Code and the terms of this Contract or other written agreements between the Board of Education and the Academy.

Section 3.3. Prohibition of Identified Family Relationships. No person shall be a member of the Academy Board if he or she is a Relative of another member of the Academy Board; an employee, officer or individual with an ownership interest in the Academy's ESP or a

Relative of such individual; or if he or she works at the Academy or provides contracted services to the Academy or is a Relative of such individual. Additionally, no Relative may occupy a supervisory position over another Relative. Likewise prohibitions against holding incompatible public office and against specified conflicts of interest set forth in MCL 15.181 to 15.185 and MCL 15.321 to 15.330, respectively, shall be scrupulously observed.

Section 3.4. Prohibition of Tuition and Religious Affiliation. The Academy shall not impose tuition of any nature and 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.

Section 3.5. Prohibition of Employment in More than One Full-time Position. No individual shall be employed by or at the Academy in more than 1 full-time position in which he or she is compensated at a full time rate for each of those positions.

Section 3.6. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 of this Contract, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV PURPOSE

Section 4.1. Academy's Purpose. The Academy's purpose is as stated in the Articles of Incorporation as set forth in Schedule 3 attached hereto.

ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Michigan Nonprofit Corporation. The Academy's corporate structure is that of a Michigan nonprofit corporation, organized pursuant to MCL 450.2101.

Section 5.2. Articles of Incorporation. Unless amended pursuant to this Contract, the Articles of Incorporation of the Academy, as set forth in Schedule 3, shall be the Articles of Incorporation of the Academy.

Section 5.3. Bylaws. Unless amended pursuant to this contract, the Bylaws of the Academy, as set forth in Schedule 4 shall be the Bylaws of the Academy.

ARTICLE VI OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered as a Michigan nonprofit corporation under the direction of the Academy Board and pursuant to the governance structure as set forth in the Bylaws. The Academy's Board of Directors shall meet monthly unless another schedule is mutually agreed upon by the President and the

Academy. The Academy shall not delegate this duty of organization and administration of the Academy without the express affirmative consent of the School District.

Section 6.2. 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 School District of the City of Highland Park. The Board of Education shall not be required to receive any contributions or donations for the benefit of the Academy. If the Board of Education accepts contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals identified in Schedule 5. Such goals may be amended pursuant to Section 8.1 of Article VIII of this Contract. The Academy shall provide, annually, a report to The School District of the City of Highland Park of its performance in meeting these objectives. This report shall contain a statement of student growth and achievement as well as the summarized results of all standardized testing administered at the Academy. In addition to any educational goals set forth in Schedule 5, the educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils, and the Academy shall not be identified as being in the bottom 5% of all public schools in the State; if the Academy is so identified, it shall present to the Director within 60 days of being so identified its plan for improvement that comports with applicable law. To the extent applicable, the progress of the pupils in the Academy shall be assessed using at least Michigan's statewide assessments under MCLA 380.1279g or such successor instrument required by applicable law.

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in Schedule 6.

Section 6.5. Staff Responsibilities. Subject to Section 2.5 of this Contract, the Board of Education authorizes the Academy to employ or contract with personnel as outlined in Schedule 7, which shall include copies of any agreement with an ESP or board liaison which the Academy may enter into, job descriptions (including identification of certifications required under Applicable Law) and a schematic or narrative governance structure of the Academy.

Section 6.6. Admission Policy. The Academy shall comply with all admissions policies and criteria required by laws applicable to public school academies under the Code. The Academy must make a reasonable effort to advertise its enrollment openings. Open enrollment must be for a period of at least two (2) weeks and shall permit the enrollment of pupils by parents and/or guardians at times in the evening and weekends, and shall comply with all requirements of Applicable Law. Schedule 9.

Section 6.7. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by law applicable to public school academies under the Code. The Academy shall provide the Authorizer copies of any waivers it has obtained related to days and hours of instruction or calendar. Schedule 10.

Section 6.8. Age/Grade Range of Pupils Enrolled. The Academy shall offer programs for the grades and ages indicated in its Bylaws. The Academy may add or delete additional grades in the future, pursuant to Section 8.1 of Article VIII of this Contract. Schedule 11.

Section 6.9. Annual Financial Audit. The Academy shall commission an annual financial audit to be conducted by an independent auditor selected and retained by the Academy Board.

Section 6.10. Address and Description of Proposed Physical Plant. The address of the proposed physical plant for the Academy and a description of same, including certificates of occupancy and other required agency approvals, lease, land contract or deed, as applicable, and a brief description of any financing transaction entered into by the Academy for facility acquisition, and the debt-service schedule thereof is attached as Schedule 8. Except as permitted by written amendment to this Contract, the Academy shall not operate at a site other than the single site requested for the configuration of grades that will use the site.

- (a) If the Academy proposes to locate any portion of its physical plant within or upon all or a portion of a site that was a former site of a Community District school that was, in the three (3) calendar years prior to such proposal, closed by the Department, then the Academy shall notify the Board of Education Charter Schools Office not less than one hundred and twenty (120) days in advance of the proposed date of undertaking an obligation to acquire site so that compliance with MCL 380. 502(9)(b) may be assessed.
- (b) No lease to occupy any portion of the Academy's physical plant shall exceed the term of the Academy's Contract except with the prior approval of the Board of Education or his/her designee.

Section 6.11. Reports to the Board of Education. The Academy shall provide the Board of Education with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy.

Section 6.12. Accounting Standards. The Academy shall at all times comply with accounting standards required by Applicable Law, including generally accepted public sector accounting principles.

Section 6.13. Placement of Board of Education Student Interns. The Academy may be a placement site for Board of Education students in training to serve in public schools. Such placements shall be without charge to the Board of Education and subject to other terms and conditions as the Academy and the Board of Education agree.

Section 6.14. Required Contents of Contracts with ESP. The Academy may enter into or renew an agreement with an ESP for the operation or management of the Academy, provided the Academy complies with all of the requirements of this part and applicable law. At least thirty (30) days prior to the proposed effective date or one regular board meeting of the Academy Board of Directors, whichever is longer, the form of management agreement, along with: (i) an opinion of the Academy's independent legal counsel, addressed to the Board of Education for reliance thereon, that all such requirements, including any requirements of Applicable Law have been met and that there are no improper and/or unlawful interrelations or conflicts created by same (the "Legal Opinion") and (ii) documentation sufficient to establish to the Board of Education's satisfaction that the ESP has the requisite educational and management expertise to operate the Academy in compliance with this Contract and all applicable law. The Board of Education may disapprove of the proposed agreement if, in the sole opinion of the School District, it is contrary to applicable law or the terms of this Contract.

Section 6.15. Board of Education Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to condemnation, it shall obtain the express written permission of the Board of Education for such acquisition; such written permission shall be in the form of a resolution adopted at a public meeting of the Board of Education. The Academy shall submit such written request to the Board of Education 120 days prior to the next regularly scheduled meeting of the Board of Education. The Board of Education reserves unto its sole discretion the determination to act, table or decline to act upon such request.

Section 6.16. Reporting of Total Compensation. The Academy Board shall, upon request, report to the Authorizing Body the total compensation for each individual working at the Academy.

Section 6.17. Contract Administration. If the Academy employs a Board liaison or contract administrator, it shall specify the role of such contract administrator or Board liaison in Schedule 7 and include a copy of its agreement with same.

Section 6.18. Prohibition of Employment in More than One Full-time Position. No employee of the Academy or its ESP, if any, may be employed for a total of more than 1.0 full-time position.

ARTICLE VII COMPLIANCE WITH THE CODE AND OTHER LAWS

Section 7.1. Compliance with the Code. The Academy shall comply with the Code.

Section 7.2. 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. The Academy may expend funds from the State School Aid Act 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 7.3. Open Meetings Act. The Academy Board shall conduct all of its meetings, including committee or other meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Act of 1976, being Sections 15.261 to 15.275 of the Michigan Compiled Laws, as amended, as required.

Section 7.4. Freedom of Information Act. The records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, being Sections 15.231 to 15.246 of the Michigan Compiled Laws, as amended. The Academy Board shall designate a freedom of information officer to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 7.5. Public Employees Relations Act. The Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.216 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 7.6. Non-discrimination. Each party shall be separately responsible for compliance with all applicable laws pertaining to equal opportunity and non-discrimination.

Section 7.7. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies as public bodies and public schools, including but not limited to, MCLA 380.1246, MCLA 15.321, MCL 380.1310, MCL 380.1708, MCL 380.1280f and MCL 29.801, all laws relating to criminal background and unprofessional conduct checks and the terms of this Contract.

Section 7.8. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies as public bodies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

Section 7.9. Matriculation Agreement(s) or Partnership Agreement with the Department. The Academy shall not enter into a matriculation agreement or a Partnership Agreement with the Department without the prior written approval of The School District of the City of Highland Park, which must be obtained through the Contract Amendment Process described in Article VIII.

Section 7.10. Certifications. The Academy shall use only certified staff, including teachers, business officials and administrators, unless permitted to use uncertified staff, and then it may do so only in accordance with applicable law.

Section 7.11. Transparency Reporting. The Academy shall collect, maintain, and make information concerning its operation and management available to the public and to the Board of Education in the same manner as is required by state law for a public school district, including at least the following:

- (a) a copy of this Contract and all attachments, schedules and amendments;
- (b) a list of all currently serving members of the Academy Board of Directors, including their names, addresses, and terms of office;
- (c) copies of all policies approved by the Academy Board of Directors;
- (d) all board materials, agendas, formal resolutions and minutes (excluding minutes kept of closed sessions maintained according to the Open Meetings Act) of all regular and special meetings of the Board of Directors of the Academy;
- (e) a copy of the budget, and any amendments thereto, approved by the Academy Board of Directors;
- (f) copies of all bills paid for amounts of \$10,000.00 or more in the form that they are submitted to the Academy Board;
- (g) quarterly financial reports submitted to the School District;
- (h) a current list of all teachers and school administrators working at the Academy, including their individual salaries (as submitted to the registry of educational

personnel), copies of their teaching or school administrator's certificates or permits (as applicable), evidence of compliance with the criminal background and unprofessional conduct checks required by the Code;

- (i) copies of all leases or deeds, or both, and of any equipment leases;
- (j) copies of all management or service contracts approved by the Academy Board of Directors;
- (k) all health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspections, boiler inspection and food service;
- (l) any management letters issued as part of the Academy's annual audit;
- (m) within 20 days after the board or board of directors is informed by the appropriate authority of the adequate yearly progress status of its schools for the purposes of the no child left behind act of 2001, Public Law 107-110, for the most recent school year for which it is available, post a notice of the adequate yearly progress status of each school it operates on the homepage of its website;
- (n) within 20 days after the board or board of directors is informed by the department of the accreditation status of its schools for the purposes of section 1280 for the most recent school year for which it is available, post a notice of the accreditation status of each school it operates on the homepage of its website; and
- (o) all other information required by applicable law.

ARTICLE VIII AMENDMENT

Section 8.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The Board of Education delegates to its President the review and approval of changes or amendments to this Contract.

Section 8.2. Process for Amending the Articles. The Academy, by a majority vote of its Board of Directors, may at any time, propose specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revisions to the Articles of Incorporation. The proposal will be made to the Board of Education through its designee. The Board of Education delegates to its President the review and approval of changes or amendments to the Articles of Incorporation. In the event that a proposed change is not accepted by the Board of Education, the Board of Education shall consider and vote upon a change proposed by the Academy Board following an opportunity for a written and oral presentation to the Board of Education by the Academy Board.

The Board of Education, or an authorized designee, may, at any time, require specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revision. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to the Articles of Incorporation. Any Amendment(s) to the Articles of

Incorporation required by the Board of Education or designee, shall be approved by the Academy at the next-occurring public meeting following the receipt by the Academy of such required amendment(s). Such amendment(s) shall be promptly filed with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division by the Academy or its designee.

Amendments to the Articles of Incorporation take effect only after they have been filed with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division. In addition, for Academy-initiated amendments, the Academy shall file with the amendment a copy of the Board of Education's or its designee's approval of the amendment.

Section 8.3. Process for Amending the Bylaws. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the Board of Education. In the event that a proposed change is not accepted by the Board of Education, the Board of Education shall consider and vote upon a change proposed by the Academy Board following an opportunity for a written and oral presentation to the Board of Education by the Academy Board.

The Board of Education, or its designee, may require an amendment or amendments to the Academy's Bylaws. Such amendment(s) shall be approved by the Academy Board and take effect at the next public meeting of the Academy Board following notice of the required amendment(s).

Amendments to the bylaws take effect only after they have been approved by both the Academy Board and the Board of Education or Board of Education.

ARTICLE IX ENFORCEMENT AND REVOCATION

Section 9.1. Grounds for Revocation. This Contract may be revoked by the Board of Education upon a determination by the Board of Education, pursuant to the procedures set forth in Section 9.2, that one or more of the following has occurred:

- (a) Failure of the Academy to abide by and meet the educational goals set forth in this Contract or to demonstrate improved pupil academic achievement for all groups of pupils as set forth herein;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Substantial failure to comply with any applicable State Board rule expressly applicable to public school academies;
- (d) Failure of the Academy to meet generally accepted public sector accounting principles or demonstrate sound fiscal stewardship;

- (e) Failure of the Academy to pay for services provided to the Academy by a nonauthorizing local or intermediate school district if the Academy requested and contracted for the services;
- (f) The Academy is insolvent or has been adjudged bankrupt;
- (g) The Academy, in the sole discretion of the Board of Education, defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- (h) The Board of Education discovers negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, or officers in relation to their performance under this Contract or determines that any principal, agent or employee of the Academy's ESP has engaged in same;
- (i) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporations Division without first obtaining the Board of Education's approval;
- (j) The Academy has insufficient enrollment to successfully operate its program and/or enrollment falls below twenty five (25) students;
- (k) The Academy's applicant(s), directors, officers, employees, or agents (including the ESP, its employees or directors) have provided the Board of Education false or misleading information or documentation in the performance of this Contract;
- (l) The Academy acts in any way that is inconsistent with the Board of Education's responsibility to oversee the Academy's compliance with Contract and all other applicable law;
- (m) Failure by the Academy to fulfill any insurance obligation under Article XII of this Contract, including any failure by the Academy to increase its insurance coverage or purchase additional insurance if so requested by the School District;
- (n) Refusal by the Academy or its agents (including the ESP) to provide the Board of Education access to any documentation that is (a) required under this Contract or (b) which he/she deems necessary to carry out his/her oversight function;
- (o) Failure by the Academy to adopt any Amendment required by the Board of Education or its designee;
- (p) Designation of the Academy as being in the lowest performing 5% of schools in the State;
- (q) The placement of the Academy, or one or more of its sites, under the supervision of the Department.

Section 9.2. Procedures for Revoking Contract. The Board of Education or the President may revoke this Contract at any time for any reason identified in this Contract or any

reason, in the Board of Education's sole discretion, consistent with the Board of Education's responsibility to oversee the Academy's compliance with this Contract and applicable law. The decision of the Board of Education to revoke this Contract is solely within the discretion of the School District, is final, and is not subject to review by a court or any state agency. If this Contract is revoked or terminated for any reason, either before, during, after or without implementing corrective action, as described below, the Board of Education is not liable for such action to the Academy, a pupil of the Academy, the parent or guardian of a pupil of the Academy, or any other person or entity. The revocation of the Contract shall be effective as of a date determined by the School District, but in no event later than 15 days after the revocation by the Board of Education or the President.

Section 9.3. Corrective Action by Order of Reconstitution. The School District, in its sole discretion, may issue an Order of Reconstitution requiring the Academy to undertake a plan of corrective action in order to avoid revocation or nonrenewal of its Contract ("Corrective Action"). The plan of Corrective Action may include cancellation of the Academy's contract with its ESP, withdrawal of the Board of Education's approval of the ESP Agreement, termination of one or more Academy Directors' service, appointment of a new member or members to the Academy Board of Directors, appointment of one or more officers to the Academy Board or designation of a trustee or receiver to take over the operation of the Academy. Absent circumstances that the School District, in its sole discretion, deems exigent, in the event a Corrective Action plan is undertaken, the following steps will be observed:

- (a) the Board of Education will notify the Academy, in writing, of the specific educational performance or operational issues that it deems failing at the Academy and its intent to revoke the Academy's Contract if the issues are not corrected by a date certain, which will be no earlier than 90 days (absent exigent circumstances) after the date of the notice;
- (b) within thirty days after receipt of the notice described above, the Academy shall respond to the Board of Education with any information that the Academy Board of Directors deems relevant to the issues and a plan of correction;
- (c) if the Board of Education approves of the plan of correction, it shall be implemented and the Contract shall be amended accordingly; if the Board of Education disapproves the plan of correction, it may implement corrective action in a manner that it, in its sole discretion, deems appropriate to the situation or continue with the revocation of the Contract as it sees fit.

In circumstances the School District deems exigent, it may intervene using any of the powers enumerated above or any other power it deems necessary and appropriate to address the deficiency. Such intervention shall be by resolution of the School District's Board of Education.

Section 9.4. Termination by Operation of Law. In the event that the Department notifies the Board of Education or the Academy that the Academy is being placed under the supervision of the Department, the Academy develops or changes any improvement plan after being placed under the supervision of same, then either (a) the Board of Education may terminate this Contract or (b) this Contract shall be automatically amended to revoke the Academy's authority to operate the age and grade levels at the site or sites subject to the Department's control.

In the event the Board of Education is notified by the Department that the any facility occupied by the Academy is subject to closure under MCL 380.507, then this Contract shall automatically terminate, without any further action of the Board of Education, at the time so specified by the Department.

ARTICLE X

Section 10.1. Superintending Control in the Event of an Emergency. Notwithstanding the foregoing, when the President determines that probable cause exists to believe that the health or safety of the Academy's students is at risk, or that the security of the Academy's property or funds are at risk, the President, or his/her designee, may exercise superintending control over the Academy whether or not there is a pending revocation of the Contract being considered.

ARTICLE XI TERMINATION

Section 11.1. Grounds for Termination by the Academy. This Contract may be terminated by the Academy upon a determination by the Academy Board of Directors that one of the following has occurred:

- (a) The Academy has lost its right to occupancy of the Physical Plant described in Section 6.11 and could not find another suitable physical plant for the Academy prior to the expiration or termination of its right to occupy its existing Physical Plant;
- (b) The Academy is insolvent or adjudged bankrupt;
- (c) The Academy has insufficient enrollment to successfully operate a public school academy and/or enrollment at the Academy falls below twenty five (25) students.

Section 11.2. Procedures for Terminating Contract. The Academy shall not terminate this Contract unless the following procedures have been implemented:

- (a) Notice. The Academy, upon reasonable belief that grounds for termination of the Contract exist, shall notify the President of such grounds. The notice shall be in writing and shall set forth in sufficient detail the grounds for termination. The President may conduct a preliminary review of the alleged basis for termination.
- (b) Determination by School District. Upon receipt by the President of the grounds for termination, the Board of Education may accept or reject the request for termination within 30 days.
- (c) Effective Date for Termination. If the President determines that grounds exist for termination of this Contract, the Academy Board may act to terminate this Contract. The termination shall be effective upon Board of Education determination.

ARTICLE XII
PROVISIONS RELATING TO CHARTER SCHOOLS

Section 12.1. The School District of the City of Highland Park Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use The School District of the City of Highland Park faculty as classroom teachers in any grade.

Section 12.2. The Academy Faculty Appointment to The School District of the City of Highland Park Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of The School District of the City of Highland Park faculty.

Section 12.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 12.4. Employment Qualifications for Classroom Teachers. The Academy shall employ Highly Qualified classroom teachers, as that term is defined in the Elementary and Secondary Education Act, 20 USC Chapter 70, who meet the certification requests set forth in the Code.

Section 12.5. Criminal Background Check. The Academy shall comply with all sections 1230a of the Code and applicable law concerning criminal background checks. In the event the Academy contracts with an ESP, the ESP shall comply with this section as if it were the Academy and certify such compliance to the Academy and the Board of Education.

Section 12.6. Academy Budget. The Academy Board is responsible for establishing and approving an annual budget, as well as any required amendments thereto. Copies of the annual budget and any amendment thereto will be provided to the School District.

Section 12.7. Data Protection. The Academy Board shall comply with the requirements of Public Act 452 of 2004.

Section 12.8. The Academy shall comply with MCL 380.1136 related to protection of pupil privacy.

Section 12.9. Transportation. The Academy Board may enter into contracts with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation.

Section 12.10. Intramural and Interscholastic Sports. The Academy is authorized to join any organization, association, or league which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 12.11. Legal Liabilities. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the Board of Education or to enter into a contract that would bind the School District. 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 Board of Education or any of the members of its Board of Education, officers, employees, agents, or representatives for any matters that arise under this Contract. The Board of Education does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor, of the Academy, and no such person shall have the right or standing to bring suit against the Board of Education or any of the members of its Board of Education, employees, agents, or independent contractors as a result of the issuing or revocation of this Contract.

Section 12.12. Lease and Occupancy and Safety Certificates. Upon request, the Academy shall provide to the Board of Education (a) copies of its lease or deed for the premises in which the Academy shall operate; (b) copies of certificates of occupancy and safety which are required by law for the operation of a public school.

Section 12.13. Deposit of Public Funds by the Academy. The Academy shall deposit or invest all funds received by the Academy in a bank, savings and loan association, credit union, or other institution which is eligible to be a depository of the funds of a public school academy and in instruments permitted by law for such deposit and/or investment.

Section 12.14. Unprofessional Conduct Check. The Academy shall comply with all sections of the Code concerning unprofessional conduct checks for all staff positions. In the event the Academy contracts with an ESP, the ESP shall comply with same as if it were the Academy and certify such to the Academy and the Board of Education.

ARTICLE XIII INSURANCE AND INDEMNIFICATION

Section 13.1. Insurance. The Academy Board shall insure the real and personal property of the Academy and shall purchase general liability insurance. The Academy may join with other public school academies to obtain real and personal property and casualty insurance if the Academy Board finds that such an association provides economic advantages to the Academy. The Academy shall list the Board of Education on the insurance policies as an additional named insured. In addition, the Academy shall send to the President copies of its insurance policies. 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.

Section 13.2. Minimum Insurance Coverage. The Academy shall maintain at least the minimum insurance coverages required from time to time by Board of Education insurance providers, including but not limiting to, M.U.S.I.C. At the time of execution of this contract these coverages are as follows, and shall include coverage for sexual molestation and abuse:

- (a) Commercial General Liability: \$1 million per occurrence, \$2 million aggregate, PSA First Named Insured, Board of Education Additional insured with primary and noncontributory coverage including coverage for sexual molestation or abuse and corporal punishment;

- (b) Automobile Liability: \$1 million per accident, PSA First Named insured, Board of Education Additional insured with primary and noncontributory coverage;
- (c) Workers Compensation: Meeting statutory requirements with \$1 million Employers' Liability Limits;
- (d) School Leaders Errors and Omissions: \$1 million per occurrence, \$3 million aggregate, PSA First Named insured, Board of Education Additional insured with primary and noncontributory coverage;
- (e) Crime (Including Employee Dishonesty coverage) as well as third party coverage insuring cash, securities and property: \$500,000 per occurrence and third party coverage;
- (f) Umbrella: \$4 million "per occurrence" limit and aggregate or unlimited aggregate at a \$2 million limit, PSA First Named insured, Board of Education Additional insured with primary and noncontributory coverage.

Section 13.3. Additional Insurance Requirements. The Academy agrees that it shall maintain any and all insurance coverage required by the Board of Education through a carrier with an AM Best rating of "A" or higher. The Academy shall purchase additional coverage or policies if so requested by the Board of Education or required by the Board of Education's insurance providers or by law. The Academy agrees to enter into additional agreements regarding indemnification, insurance and subrogation that may be required by the Board of Education's insurance providers. The ESP shall purchase, and provide evidence to the Board of Education, insurance meeting the requirements set forth above (including the inclusion of coverage for sexual molestation and abuse as well as corporal punishment), naming the Academy and the Board of Education as additional, named insureds with primary and noncontributory coverage. Any ESP Agreement shall require that such ESP (or employee leasing company) obtain insurance coverage similar to the insurance coverage required of the Academy hereunder.

Section 13.4. Indemnification. The parties acknowledge and agree that the School District, its Board of Education (jointly and severally), members, officers, employees and agents are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the Academy hereby promises to indemnify and hold harmless the School District, its Board of Education, members, officers, employees and agents from all claims, demands, or liability, including actual attorney fees, and related expenses on account of injury, losses, damage (both incidental and consequential), 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 School District, which arise out of or are in any manner connected with the Board of Education's approval of the Academy's application or the issuance of this Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of reliance by the School District. The parties expressly acknowledge and agree that the Board of Education and its Board of Education (jointly and severally) members, officers, employees or agents may commence legal action against either party to enforce the rights set forth in this Agreement. Any ESP Agreement entered into between the Academy and an ESP shall likewise contain this promise to indemnify

the Board of Education and its Board of Education (jointly and severally) members, officers, employees and agents by the ESP.

ARTICLE XIV GENERAL TERMS

Section 14.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile, telex 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 person or address as the respective party may designate by notice delivered pursuant hereto:

If to The School District of the City of Highland Park:
Director
Board of Education
The School District of the City of Highland Park
12360 Woodward Avenue
Highland Park, Michigan 48203

with a copy to:
Clark Hill, PLC
Joseph B. Urban
151 S. Old Woodward Avenue
Suite 200
Birmingham, Michigan 48009

If to Academy: Highland Park Public School Academy System
45 Buena Vista
Highland Park, Michigan 48203

with a copy:

Section 14.2. 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 14.3. 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 14.4. Entire Contract. This Contract sets forth the entire agreement between the Board of Education and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 14.5. Assignment. This Contract is not assignable by either party without the prior written consent of the other party.

Section 14.6. 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 14.7. 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 14.8. 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 14.9. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the School District. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 14.10. Non-agency. It is understood that the Academy is not the agent of the School District.

Section 14.11. 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 14.12. 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 14.13. Term of Contract. This Contract shall commence on July 1, 2019 and shall remain in full force and effect for a period of one (1) academic year, ending June 30, 2020, unless sooner terminated according to the terms hereof. The Contract may be renewed or extended, and, under such circumstances, the length of any Contract renewal or extension may vary, as determined in the Board of Education's sole and absolute discretion. The Board of Education shall ascertain the success that the Academy has achieved in the implementation of its Educational Program using, in part, the reports provided under Section 6.3, the results it obtains through reported data from pupil assessments and the Academy's annual education report and use these results to inform his/her decision regarding renewal, extension and/or termination. Such decisions shall, nevertheless, be subject to his/her sole and absolute discretion. The most important factor that the Board of Education will consider in contemplating the renewal of the Academy's Contract will be increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria.

Section 14.14. Board of Education General Policies on Charter Schools Shall Apply. Notwithstanding any provision of this Contract to the contrary, if the Board of Education adopts additional general policies clarifying procedure and the requirements applicable to public school academics under this contract, the Board of Education's general policies as from time to time amended will automatically apply to the Academy after thirty (30) days' notice, provided they are not inconsistent with provisions of this Contract. The Academy shall comply with all such policy statements and operating guidelines prepared by the Board of Education and/or the Board of Education.

Section 14.15. Compliance with All Applicable Law. The execution of this contract is by a duly-authorized member of the Academy Board and the signator and Academy Board certify compliance by the Academy and the Academy Board with the terms and conditions of this Contract and all applicable law.

Section 14.16. Contract Submission to MDE. This Contract shall be submitted to the Michigan Department of Education within ten (10) days of issuance.

The undersigned have read, understand, and agree to comply with and be bound by the terms and conditions set forth in this Contract.

(SIGNATURES ON NEXT PAGE)

ACADEMY:
The Highland Park Public School Academy
System,
a Michigan Public School Academy

SCHOOL DISTRICT:
The School District of the City of Highland
Park
Board of Education

By: _____

By: _____

Its: _____

Its: President _____

Date: _____

Date: _____

CONTRACT SCHEDULES

Schedules

Articles of Incorporation	1
Bylaws	2
Fiscal Agent Agreement	3
Oversight Agreement	4
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

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

HIGHLAND PARK PUBLIC SCHOOL ACADEMY SYSTEM

ID NUMBER: 71232Y

received by facsimile transmission on July 24, 2012 is hereby endorsed

Filed on July 25, 2012 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 25TH day of July, 2012.

A handwritten signature in black ink, appearing to read "A. Schaffer".

Director

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)

Joseph B. Urban
 Clark Hill PLC
 151 S. Old Woodward Avenue
 Suite 200
 Birmingham, MI 48009

EFFECTIVE DATE:

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

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

Pursuant to the Nonprofit Corporation Act, 1982 PA 162, MCL 450.2101 to 450.3192 ("Act"), and Part 6A of The Revised School Code, 1976 PA 45, MCL 380.501 to 380.507 ("Code"), the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: **Highland Park Public School Academy System.**

The authorizing body for the corporation is: **School District of the City of Highland Park Board of Education ("District").**

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, 1976 PA 45, MCL 380.501 to 380.507.

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:

20 Bartlett, Highland Park, MI 48203

The mailing address of the registered office is the same. The name of the resident agent at the registered office is Joseph B. Urban.

ARTICLE V

The name and address of the incorporator is as follows:

Joseph B. Urban
20 Bartlett
Highland Park, MI 48203

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of 1964 PA 170, MCL 691.1407.

ARTICLE VIII

Before the issuance of a Contract to the corporation by the District, 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 District 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 District for forwarding to the state school aid fund established under Section 11 of Article IX of the State Constitution of 1963.

ARTICLE XII

These Articles of Incorporation shall not be amended except by the process provided in the Contract issued to the corporation by the District.

Amendments to the Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the District and 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 District's approval of the amendment.

ARTICLE XIII

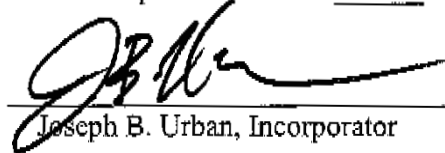
The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Articles of Incorporation.

ADOPTION OF ARTICLES

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

The incorporator has executed these Articles of Incorporation on this 24th day of July, 2012.

By:



Joseph B. Urban, Incorporator

CONTRACT SCHEDULE 2

BYLAWS

BYLAWS
OF
HIGHLAND PARK PUBLIC SCHOOL ACADEMY SYSTEM

ARTICLE I

NAME

This organization shall be called the Highland Park Public School Academy System (the “System” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

The System 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 Highland Park, 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 Nonprofit Corporation Act, 1982 PA 162, MCL 450.2101 to 450.3192 (“Act”). Changes in the resident agent and registered address of the System must be filed with the Bureau of Commercial Services of the Department of Licensing and Regulatory Affairs and reported to the School District of the City of Highland Park Board of Education (“District Board”).

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property, and affairs of the Corporation shall be managed by the System Board of Directors (“System Board”). The System Board may exercise any and all of the powers granted to the System Board under the Act or The Revised School Code, 1976 PA 451, MCL 380.1 to 380.1853 (“Code”). The System Board may delegate powers to the officers and committees of the System Board as it deems necessary, if the delegation is consistent with the Articles, these Bylaws, the Contract, and applicable law.

Section 2. District Board Resolution Establishing Method of Selection, Length of Term and Number of System 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 System Board shall comply with the resolution adopted by the District Board.

ARTICLE V

MEETINGS

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

Section 2. Special Meetings. Special meetings of the System Board may be called by or at the request of the System Board President or any Director. The person or persons authorized to call special meetings of the System Board may fix the place within the State of Michigan for holding any special meeting of the System 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 Charter Schools Office and as required by the Open Meetings Act.

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

<u># of System Board positions</u>	<u># required for Quorum</u>
Three (3)	Two (2)
Five (5)	Three (3)
Seven (7)	Four (4)

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

<u># of System Board positions</u>	<u># for Quorum</u>	<u># required to act</u>
Three (3)	Two (2)	Two (2)
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)

Section 5. Open Meetings Act. All meetings and committee meetings of the System Board shall at all times be in compliance with the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

Section 6. Notice to Directors. The System 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. Any Director may waive notice of any meeting by written statement sent by the Director to the System 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.

Section 7. Votes By Directors. The System 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 System Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the System 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 System Board, except: (i) filling of vacancies on the System Board or in the offices of the System Board or committees created under this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the System 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 System Board of its activities as the System 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 System Board.

Section 2. Election and Term of Office. The System Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the System 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 System Board may be removed by a majority vote by the System 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 System 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 System Board. The President of the Corporation shall preside at all meetings of the System 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 System Board attending the meeting shall preside. The President shall be an ex officio member

of any standing committees and when designated by the System Board, Chairperson of any standing committee established by the System Board. The President shall, in general, perform all duties incident to the office of President of the System Board as may be prescribed by the System Board from time to time.

Section 6. Vice-President. The Vice-President of the Corporation shall be a member of the System 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 System Board.

Section 7. Secretary. The Secretary of the Corporation shall be a member of the System Board. The Secretary shall: (a) keep the minutes of the System 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 System Board.

Section 8. Treasurer. The Treasurer of the Corporation shall be a member of the System 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 System 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 System Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the System 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 System Board. The System 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 System Board may by resolution otherwise determine.

Section 10. Salaries. Officers of the System Board, as Directors of the Corporation, shall not be compensated for their services. By resolution of the System 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 1978 PA 566, MCL 15.181 to 15.185, 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 System Board may authorize any officer(s), 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 System 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 System Board, shall in any way bind the District or District Board or impose any liability on the District, the District Board, its members, 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 System 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 System Board, shall in any way be considered a debt or obligation of the District or impose any liability on the District, the District Board, its members, 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 System Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or System 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 System Board.

Section 4. Deposits. Consistent with Section 1221 of the Code, the Treasurer of the System shall deposit the funds of the System 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 System Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of 1855 PA 105, MCL 21.146.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the System 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 System 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 that are received by the Corporation.

Section 6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. As required by the Code, each Director, officer, or employee of the System shall comply with 1978 PA 566, MCL 15.181 to 15.185, and 1967 PA 317, MCL 15.321 to 15.330. The System 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 System 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 obtaining (a) the affirmative vote of a majority of the System Board at any regular or special meeting of the System Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the District Board. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's System Board and by the District 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 System Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the System Board on July 27, 2012.


Secretary **ANDRE DAVIS**
7127112

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the School District of the City of Highland Park Board of Education (“District Board”), an authorizing body under The Revised School Code, 1976 PA 451, MCL 380.1 to 380.1853 (the “Code”), to the Highland Park Public School Academy System, a public school academy (“System”).

Preliminary Recitals

WHEREAS, under the Code and the Contract, the District Board, as authorizing body, is the fiscal agent for the System; and

WHEREAS, the District Board is required by law to forward any State School Aid Payments received from the State of Michigan (“State”) on behalf of the System to the System; and

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:

- (a) “Account” means an account established by the System 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 1855 PA 105, MCL 21.146.
- (b) “Agreement” means this Fiscal Agent Agreement.
- (c) “District Board” shall have the same meaning as defined in the Terms and Conditions.
- (d) “Fiscal Agent” means the District Board.
- (e) “Other Funds” means any other public or private funds that the System receives or the District Board voluntarily agrees to receive on behalf of the System and transfer to the System.

(f) “School Aid Act” means The State School Aid Act, 1979 PA 94, MCL 388.1601 to 388.1896, or any successor statute appropriating money to public schools in the State.

(g) “State School Aid Payment” means any payment of money the System receives from the State School Aid Fund established under Section 11 of Article 9 of the State Constitution of 1963 and the School Aid Act.

(h) “State” means the State of Michigan.

(i) “State Treasurer” means the State office responsible for issuing funds to public school academies for State School Aid Payments.

(j) “System” board means the board of directors of the System.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The District Board is the Fiscal Agent for the System for the limited purpose of receiving State School Aid Payments on behalf of the System. By separate agreement, the District Board and the System may also agree that the District Board will receive Other Funds of the System for transfer to the System. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to System. 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 of the System received on behalf of the System to the System within ten (10) business days of receipt or as otherwise required by the provisions of the School Aid Act or applicable State rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the System Board 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 System’s pupil membership count, as defined in the School Aid Act, or to authorize, to approve, or to determine the accuracy of the State School Aid Payments received on behalf of the System from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the System of State School Aid Payments and Other Funds of the System received by the System. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the System Board.

Section 2.04. System Board Requests for Direct Intercept of State School Aid Payments. If the System Board directs that a portion of the System’s State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of System debts and liabilities, the System shall submit to the Fiscal Agent both of the following: (a) a copy of the System Board’s resolution authorizing the direct intercept of State School Aid Payments; and (b) a copy of a State School Aid Payment agreement and direction document 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 the Michigan Department of Education, has sole responsibility for determining the eligibility of the System to receive State School Aid Payments. The State, through the Michigan Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the System shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the System 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 other means acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the School Aid Act.

ARTICLE IV

SYSTEM DUTIES

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

Section 4.02. Expenditure of Funds. The System may expend funds that the System receives from the State School Aid Fund for any purpose permitted by the School Aid Act and may enter into contracts and agreements determined by the System 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 System during the school year shall be in accordance with the School Aid Act or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The System shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At the State's 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 System.

Section 4.05. Deposit of System Funds. The System Board agrees to comply with Section 1221 of The Revised School Code, 1976 PA 451, MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds of the System received by the System.

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, disbursements, allocations, and application of the State School Aid Payments and Other Funds received, deposited, or transferred for the benefit of the System, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the System and the State.

Section 5.02. Reports. Beginning in 2013, the Fiscal Agent shall prepare and send to the System by October 31st of each year, a written report summarizing all receipts, deposits, and transfers made on behalf or for the benefit of the System during the annual period beginning on October 1 of the prior year, including without limitation, State School Aid Payments received on behalf of the System from the State Treasurer and any Other Funds the District Board receives under this Agreement.

ARTICLE VI

THE FISCAL AGENT

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

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the System 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 of the System 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 the Fiscal Agent in good faith in any exercise of reasonable care and believed by the Fiscal Agent to be within the discretion or power conferred upon the Fiscal Agent 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 the Fiscal Agent's own action, neglect or default, nor for any loss unless the same shall have been through the Fiscal Agent's gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in State School Aid Payments received from the State Treasurer that the System was properly entitled to receive. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the System 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 this Fiscal Agent Agreement that is part of the Contract issued by the District Board to the System.

By: _____
Joe Fielek,
Director, Bureau of State and Authority Finance

Date: July __, 2012

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Oversight Agreement is part of the Contract issued by the School Board of the School District of the City of Highland Park (“District Board”), an authorizing body under The Revised School Code, 1976 PA 451, MCL 380.1 to 380.1853, to the Highland Park Public School Academy System, a public school academy (the “System”).

Preliminary Recitals

WHEREAS, the District Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the System’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:

- (a). “Agreement” means this Oversight Agreement.
- (b). “Compliance Certification Duties” means the System’s duties under Section 2.02 of this Agreement.
- (c). “District Board” shall have the same meaning as defined in the Terms and Conditions.
- (d). “MDE” means the Michigan Department of Education.
- (e). “Oversight Responsibilities” means the District Board’s oversight responsibilities under Section 2.01 of this Agreement.
- (f). “State School Aid Payment” means any payment of money the System receives from the state school aid fund established under Section 11 of Article 9 of the State Constitution of 1963 and The State School Aid Act of 1979, 1979 PA 94, MCL 388.1601 to 388.1896, or any successor statute appropriating money for public schools in the State of Michigan.

- (g). “System Board” means the board of directors of the System.

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The District Board, as it deems necessary to fulfill the District Board’s Oversight Responsibilities, may undertake any of the following:

- (a). Conduct a review of the System’s audited financial reports as submitted, including any auditor’s management letters, and report to the System Board any exceptions as well as any failure on the part of the System to meet generally accepted public sector accounting principles.
- (b). Conduct a review of the records, internal controls, or operations of the System to determine compliance with the Contract and applicable law.
- (c). Conduct a meeting annually between the System Board of Directors and a designee of the District Board to determine compliance with the Contract and applicable law.
- (d). Institute action under the Contract to suspend, terminate, revoke, or reform the Contract.
- (e). Monitor the System’s compliance with the Contract, the Code, and all other applicable law.
- (f). Request periodic reports from the System regarding any aspect of the System’s operation, including, without limitation, whether the System has met or is achieving the System’s targeted educational goals and applicable academic performance standards set forth in the Contract.
- (g). Request evidence that the System 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 System has failed to abide by or meet the educational goals or applicable academic performance standards under the Contract.

- (i). Provide supportive services to the System as deemed necessary or appropriate by the District Board.
- (j). Evaluate whether the Michigan Educational Assessment Program (MEAP), nationally recognized norm-referenced achievement tests, or other assessment programs selected by the System are or have been appropriately administered to the System's student population, consistent with the System's goals and programs.
- (k). Take other actions, as an authorizing body, as permitted or required under the Code.

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

- (a). Submit information to the District Board in accordance with the Master Calendar of Reporting Requirements adopted by the District Board. The Master Calendar may be amended from time to time as deemed necessary by the District Board.
- (b). Submit quarterly financial reports to the District Board in a form and manner determined by the District Board. Submit other financial reports as established by the District Board.
- (c). Permit inspection of the System's records or premises at any reasonable time by the District Board.
- (d). Report any litigation or formal proceedings alleging violation of any applicable law by the System to counsel for the District Board as designated in Article XII of the Terms and Conditions.
- (e). Upon request, provide to the District Board copies of information submitted to the MDE, the State Superintendent of Public Instruction, or the State Board of Education.
- (f). Provide proposed minutes of a System Board meeting to the District Board no later than ten (10) business days after the meeting, and provide approved final minutes to the District Board within five (5) business days after the minutes are approved.
- (g). Submit to the District Board before the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- (h). Submit to the District Board a copy of the System's lease, deed, or other purchase arrangement for the System's physical facilities as required by the Contract.

- (i). Submit to the District Board, copies of all fire, health, and safety approvals required by applicable law for the operation of a public school.
- (j). Submit annually to the District Board, the dates, times, and a description of how the System will provide notice of the System's pupil application and enrollment process. The System'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 System shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All System notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the System. In addition, if a random selection drawing becomes necessary, the System must set forth in all public notices the date for the holding of a random selection drawing.
- (k). Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, the System shall submit to the District Board a copy of any Certificate of Occupancy approval for the System's school facility outlined in Schedule 6. The System shall not occupy or use the school facility identified in Schedule 6 for the provision of public educational services until the facility is approved for occupancy by the Department of Licensing and Regulatory Affairs or other local authorized building department.
- (l). Submit to the District Board copies of any agreement with an educational services provider, if any, in compliance with the Contract and the Code.
- (m). By July 1st of each year, the System Board shall provide a copy of the System Board's public meeting schedule for the upcoming school year. The System 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 System Board approval, the System Board shall provide a copy to the District Board of any changes to the System Board's public meeting schedule.
- (n). By December 31st of each year and whenever otherwise necessary, the System 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 System's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the System; and (iv) the total amount of short-term cash flow loans obtained by the System. The System will make budget revisions in a manner prescribed by law. Within thirty (30) days of the System Board approving the budget (original and amended, if applicable), the System shall place a copy of that budget on the System's website within a section of the website that is accessible to the public.

To the extent that any dates for the submission of materials by the System 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 District Board or its designee and the System may agree to modify or waive any of the Oversight Responsibilities or Compliance Certification Duties. The District Board may delegate its Oversight Responsibilities, or any portion of its Oversight Responsibilities, to an officer of the District or other designee or enter into an intergovernmental agreement for another authorizing body to perform the District's Oversight Responsibilities.

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. The System 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 District Board.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The System agrees to pay to the District Board an administrative fee of 3% of the State School Aid Payments received by the System. This fee shall be retained by the District Board from each State School Aid Payment received by the District Board on behalf of the System. This fee shall compensate the District Board for overseeing the System'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 imposed upon the System and the District Board under this Agreement.

Section 4.03. Audit and Evaluation. The System authorizes the District Board to perform audit and evaluation studies using System data including, but not limited to, personally identifiable information about the System's students and staff submitted by the System to agencies including, but not limited to, the Center for Educational Performance and Information, Office of Educational Assessment and Accountability and the MDE. The District Board shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the federal Privacy Act of 1974, and the Identity Theft Protection Act, 2004 PA 452, MCL 445.61 to 445.79c. As requested by the District Board, the System shall provide the District Board with copies or view access to data, documents, or information submitted to the MDE, the State Superintendent of Public Instruction, the State

Board of Education, the Center for Educational Performance and Information, or any other state or federal agency.

ARTICLE V

TRANSPARENCY

Section 5.01. Information to be Made Publicly Available by the System. The following described categories of information are specifically included within those to be made available to the public and the District Board by the System under the Terms and Conditions:

1. Copy of the Contract;
2. Copies of the executed oath of office for each member of the System Board;
3. List of currently serving members of the System Board with name, address, and term of office;
4. Copy of the System Board's meeting calendar;
5. Copy of public notice for all System Board meetings;
6. Copy of System Board meeting agendas;
7. Copy of System Board meeting minutes;
8. Copy of System Board approved budget and amendments to the System budget;
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the System Board;
10. Copy of the quarterly financial reports submitted to the District Board;
11. Copy of curriculum and other educational materials given to the District Board;
12. Copy of school improvement plan (if required);
13. Copies of facility leases, mortgages, modular leases, or deeds;
14. Copies of equipment leases;
15. Proof of ownership for System owned vehicles and portable buildings;
16. Copy of System Board approved services contracts;

17. Fire Safety certificate of occupancy for all System facilities;
18. MDE letter of continuous use (if required);
19. Local health department food service permit (if required);
20. Asbestos inspection report and asbestos management plan (if required);
21. Boiler inspection certificate and lead based paint survey (if required);
22. Phase 1 environmental report (if required);
23. List of current System teachers and System school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel;
24. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff;
25. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all System teachers and administrators;
26. Policies approved by the System Board;
27. Copy of the annual financial audit and any management letters issued to the System Board;
28. Proof of insurance as required by the Contract; and
29. Any other information specifically required under the Code.

Section 5.02. Information to be Made Publicly Available by an Educational Service Provider. The following information is specifically included within the types of information available to the System by an educational service provider (if any) in accordance with the Terms and Conditions:

1. Any information needed by the System to comply with its obligations to disclose the information listed under Section 5.01 of this Agreement.

CONTRACT SCHEDULE 5
DESCRIPTION OF STAFF RESPONSIBILITIES
AND MANAGEMENT AGREEMENT

Description of Staff Responsibilities
Highland Park Public School Academy System

Description of Staff Responsibilities5-1
Management Agreement5-31

DESCRIPTION OF STAFF RESPONSIBILITIES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, the Highland Park Public School Academy System ("System") is authorized to employ or contract with Promise Schools for personnel according to the position information outlined in this schedule.

Principal..... 5-2

Dean of Instruction 5-3

Dean of Students/Dean of Culture 5-4

Dean of Operations 5-5

Instructional Coach..... 5-7

Teacher 5-8

Paraprofessional..... 5-9

Social Worker 5-10

Behavior Interventionist 5-11

Business Manager..... 5-12

Office Manager..... 5-13

Attendance Clerk 5-14

In-House Substitute Teacher..... 5-15

Facilities Manager 5-16

Assistant Facilities Manager..... 5-17

Highland Park Public School Academy System

Principal Position Description

Position: Principal

Employed By: Promise Schools

Reports to: Promise Schools Chief Schools Officer

Employment Type: At-Will/Exempt

POSITION SUMMARY

The principal provides leadership with regard to the leadership and management of the school and oversees all operations of the school. This position requires an organized professional to manage the school, including skills that ensure thoroughness and accuracy as well as have the capacity to build systematic processes for a changing organization. This position reports to the Chief Schools Officer, supervises the faculty and staff of the school, and works closely with the students and families.

DUTIES AND RESPONSIBILITIES

1. School Leadership

- Live the Promise Way and be the model of a renaissance learner.
- Create an aspirational and data-driven culture, staff, and school community.
- Cultivate positive relationships with administrators, teachers, students, families, and community.
- Supervise the senior administrative team, including the Dean of Instruction, Dean of Culture and Students, and Dean of Operations.
- Assemble and manage a highly functioning, problem-solving, results-oriented, positively supportive team.
- Communicate with parents, students, faculty, and staff through formal and informal mailings, meetings, and assemblies.
- Ensure the fiscal year concludes with a positive variance on the bottom line.

2. Student Achievement

- Lead and manage the school's instructional program.
- Ensure that students show dramatic growth each year and meet the ambitious goals set by Promise Schools.
- Analyze data with administrative staff and faculty to maximize student learning.

3. Teacher Development and Evaluation

- Plan beneficial professional development during the summer and throughout the year to maximize student learning.
- Evaluate teachers through observations and effective feedback with follow through.

Highland Park Public School Academy System

Dean of Instruction Position Description

Position: Dean of Instruction

Employed By: Promise Schools

Reports to: Principal

Employment Type: At-Will/Exempt

POSITION SUMMARY

The Dean of Instruction works to oversee and support the improvement of educational program and ensures that the school's mission of college readiness is fulfilled. This position reports to the principal, supervises teachers and teacher-leaders, and works as one with the administrative team. This position requires the constant exercise of discretion and independent judgment in overseeing the following duties and responsibilities.

DUTIES AND RESPONSIBILITIES

1. Manage Academic Operations
 - Observe classrooms, provide constructive feedback, and follow through.
 - Manage Academic Captains; ensure academic teachers are following the pacing plan; ensure teachers are both differentiating instruction while ensuring academic rigor of “college ready” classrooms.
 - Manage interim analysis collection and data conversations.
 - Oversee and coordinate summer, weekly, post-interim, and all other professional development days and activities.
 - Oversee Master Schedule, bell schedule, and student schedules.
2. Management of Curriculum and Instruction
 - Oversee, manage and participate in the development of the school curriculum for all subjects, including but not limited to year-long standards-based plans, calendars, weekly lesson plans, and assessment creation for all classes.
 - Plan and execute whole school professional development sessions.
 - Monitor student achievement.
3. Management of teachers' best practices for teaching and learning
 - Support the lesson planning process and provide weekly feedback to teachers on their lessons.
 - Identify problems in academic performance and recommend and implement solutions in a timely manner.
 - Observe, coach and mentor instructional staff to ensure that teaching is at all times intentional, engaging, and rigorous, and that teachers are creating a warm, structured, and responsive classroom culture.
 - Monitor and assess teacher performance.
 - Provide constructive feedback to instructional staff.
 - Implement and execute RTI.
4. Provide general assistance to the Principal or other Deans with any projects.
5. Act as team player who provides families, teachers, students, and other team members with first-class service.

Highland Park Public School Academy System

Dean of Students/Dean of Culture Position Description

Position: Dean of Students/Dean of Culture

Employed By: Promise Schools

Reports to: Principal

Employment Type: At-Will/Exempt

POSITION SUMMARY

The Dean of Students/Culture provides leadership with regard to the management of student affairs, positive disciplined culture of the school, and the promotion and graduation of the students. This position reports to the principal, supervises administrative staff, and works as one with the administrative team. This position requires the constant exercise of discretion and independent judgment in overseeing the following:

DUTIES AND RESPONSIBILITIES

1. Management of Student Affairs

- Implement and execute main student management structures such as Student Code of Conduct, and Advisory.
- Create and communicate effective student management policies and procedure to staff.
- Prioritize projects; author solutions to administrative, classroom management, and learning challenges; and deliver ambitious results.
- Convert and distribute detentions; process suspensions and expulsions. Ensure detentions are run orderly, efficiently and effectively.
- Coordinate and manage Summer School and other credit recovery programs.

2. Management of Parent/Guardian, Family, and Community Affairs

- Act as primary point of contact with parents regarding student affairs.
- Conference with students and parents/guardians about discipline and/or academic issues.
- Plan and manage family celebrations such as Thanksgiving Dinner, Awards Night, and Graduation.
- Create and deliver detention forms and other information to families.
- Develop and manage student, parent, and transfer orientations.
- Develop positive relationships with local precinct, parents' group, PTSA and other key community stakeholders.

3. Management of the Positive Discipline System

- Champion the Promise Way and school values.
- Manage clean-week behavior plans.
- Ensure orderly culture in lobbies, hallways, and cafeteria before, during, and after school.
- Manage junior administrative staff members on the security and discipline teams.
- Coordinate, produce, and direct school Town Halls in conjunction with the principal.

4. Provide general assistance to the Principal or other Deans with any projects

5. Act as team player who provides families, teachers, students, and other team members with first-class service.

Highland Park Public School Academy System

Dean of Operations Position Description

Position: Dean of Operations

Employed By: Promise Schools

Reports to: Promise Schools Senior Director of Operations

Employment Type: At-Will/Exempt

POSITION SUMMARY

The Dean of Operations provides leadership with regard to the strategic school operations and manages all day-to-day operations of the building. This position requires an organized professional to manage the business side of a school, including skills that ensure thoroughness and accuracy as well as have the capacity to build systematic processes for a changing organization. This position reports to the PS Senior Director of Operations, provides regular support to the school Principal and school team, and manages front office operations.

DUTIES AND RESPONSIBILITIES

1. Documents school operations processes and procedures and ensures that staff are trained to perform these activities.
2. Vendor Management
 - Manages relationships with transportation, technology, vending machine, teacher/office supplies, student uniform and textbook vendors, among others. Initiates and manages contracts; monitor performance and manages issues raised by vendors.
 - Manages competitive bidding processes where applicable.
3. Compliance and Reporting
 - Responsible for all compliance and reporting activities, including those required by the school's authorizer, MDE, Title I, and other grant agreements. Develops and manages a Master Calendar to ensure that activities are completed in a timely manner and ensures that school staff are trained appropriately to complete the activities.
 - Manages the school lunch program or vendor-managed program, including processing lunch status forms.
 - Ensures that special education compliance reporting is managed by school staff and/or vendor.
 - Ensures that Board policies are implemented.
 - Responsible for pupil accounting.
 - Serves as team lead for truancy program.
4. Accounting and Procurement
 - Plays a supporting role in accounting/procurement for the school in partnership with the school's Business Manager.
5. Payroll & Human Resources
 - Works with Principal to anticipate staffing and hiring needs and initiate strategic recruitment activities. Maintains relationships with key partners such as Teach for America.
 - Drafts employee contracts and contract amendments for additional work assignments.
 - Ensures that HR files are "audit ready" and that all teachers are highly qualified.
 - Works with Principal to draft employee performance goals and evaluation processes, to be used to inform performance bonus program.
 - Process bi-weekly payroll and submit any additional pay requests to Human Resources (Axios).
 - Ensure all applicable employee time is tracked and recorded in timekeeping system (Axios).
 - Provide general employment communication to staff.

6. Facilities

- Maintains close relationship with building landlord and vendors to ensure that the physical facility and infrastructure supports the needs of the school program.
- Provides feedback on facilities vendor performance.
- Oversees space planning and assignment to ensure available space for current year activities as well as the next school year.

7. Safety and Security

- Provides support to the Office Manager to ensure that the School Safety and Security Plan is implemented and that drills are conducted to ensure that all in the school are prepared for emergency situations.

8. Works with Principal and Promise Schools Senior Director of School Operations on Board meeting preparation.

9. Meets regularly with the Promise Schools network team to discuss status of operations in the school and proposed solutions for operations challenges at hand.

10. Provide general assistance to the Principal with projects as directed.

11. Act as team player who provides families, teachers, students, and other team members with first-class service.

Highland Park Public School Academy System

Instructional Coach Position Description

Position: Instructional Coach

Employed By: Promise Schools

Reports to: Principal

Employment Type: At-Will/Exempt

POSITION SUMMARY

The Instructional Coach works to oversee and support the improvement of educational program and ensures that the school's mission of college readiness is fulfilled. This position reports to the principal, supervises teachers and teacher-leaders, and works as one with the administrative team. This position requires the constant exercise of discretion and independent judgment in overseeing the following duties and responsibilities.

DUTIES AND RESPONSIBILITIES

1. Collaborate with Dean of Instruction and school leadership team on Academic Operations
 - Observe classrooms, provide constructive feedback, and follow through.
 - Ensure academic teachers are following the pacing plan; ensure teachers are both differentiating instruction while ensuring academic rigor of “college ready” classrooms.
 - Manage interim analysis collection and data conversations.
 - Oversee and coordinate summer, weekly, post-interim, and all other professional development days and activities.
2. Collaborate with Dean of Instruction and school leadership team on Management of Curriculum and Instruction
 - Oversee, manage and participate in the development of the school curriculum for all subjects, including but not limited to year-long standards-based plans, calendars, weekly lesson plans, and assessment creation for all classes.
 - Plan and execute whole school professional development sessions.
 - Monitor student achievement.
3. Management of teachers' best practices for teaching and learning
 - Support the lesson planning process and provide weekly feedback to teachers on their lessons.
 - Identify problems in academic performance and recommend and implement solutions in a timely manner.
 - Observe, coach and mentor instructional staff to ensure that teaching is at all times intentional, engaging, and rigorous, and that teachers are creating a warm, structured, and responsive classroom culture.
 - Monitor and assess teacher performance.
 - Provide constructive feedback to instructional staff.
4. Provide general assistance to the Principal or other Deans with any projects.
5. Act as team player who provides families, teachers, students, and other team members with first-class service.

Highland Park Public School Academy System

Teacher Position Description

Position: Teacher

Employed By: Promise Schools

Reports to: Principal

Employment Type: At-Will/Exempt

POSITION SUMMARY

Teachers lead the day-to-day delivery of the educational program and support scholars' academic growth to ensure that they are on track for success in high school, college, and beyond. This position reports to the Principal and works closely with the Dean of Instruction and other members of the administrative team. This position requires the constant exercise of discretion and independent judgment in overseeing the following duties and responsibilities.

DUTIES AND RESPONSIBILITIES

1. Outstanding academic achievement and student character development
 - Live the Promise Way and be the model of a renaissance learner.
 - Create an aspirational, positive, achievement-oriented, joyful, and data-driven classroom that excites and invests students.
 - Motivate student to reach and manifest high academic and behavioral standards.
 - Build learning environments of respectful, achievement-oriented, optimistic, persistent, team-oriented, and joyful learners.
 - Hold all students accountable for proper diligence and behavior in and out of school.
2. Professional learning, development, and growth
 - Collaborate with Deans and other members of the school team to improve instruction, culture, and results.
 - Utilize and maximize Promise Schools' Pacing Plan, quarterly assessments, data-analysis systems, professional development, and instructional strategies.
 - Enthusiastically participate in formal and informal learning and development opportunities.

Highland Park Public School Academy System

Paraprofessional Position Description

Position: Paraprofessional

Employed By: Promise Schools

Reports to: Dean of Instruction

Employment Type: At-Will/Non-Exempt

POSITION SUMMARY

The Paraprofessional will provide instructional assistance to students under the direct supervision of a certified teacher. This position reports to the Principal.

DUTIES AND RESPONSIBILITIES

1. Helps with the planning, preparation, and implementation of projects and activities as directed by the teacher.
2. Supervises students during non-academic times (i.e. lunch, choice time, recess, teacher planning periods, etc.) as necessary.
3. Supervises individuals or small groups of students as directed by the teachers.
4. Chaperones class field trips.
5. Helps maintain an orderly, attractive classroom environment.
6. Assists with arrival and dismissal, including escorting children to and from buses.
7. Provides clerical assistance as directed by the teachers.
8. Participates in all staff meetings and professional development.
9. Maintains flexible daily routines that accommodate changing responsibilities and schedules.
10. Supports teaching staff.

Highland Park Public School Academy System

Social Worker Position Description

Position: Social Worker

Employed By: Promise Schools

Reports to: Principal

Employment Type: At-Will/Exempt

POSITION SUMMARY

The Social Worker position provides support and resources for students, families and our teaching community. Working in collaboration with the school, the Social Worker assists students and families with removing barriers to learning and addresses issues that may affect the well-being of our Scholars, both in and out of the school environment. This position requires the constant exercise of discretion and independent judgment in overseeing the following:

DUTIES AND RESPONSIBILITIES

- Counseling
 - Hold counseling sessions for students suffering from social, emotional, or psychological problems
 - Provide support as needed for students receiving services under special education and 504
 - Create and run social skills groups for students
 - Observe students in the classroom setting for evaluations and feedback
 - Provide crisis intervention counseling in emergency situations
 - Provide referrals to outside agencies to support students and families
- Assessments
 - Facilitate special education referral committee
 - Assist with planning of Individual Educational Planning (IEP)
 - Provide support to teachers, school professionals and related services providers with understanding student disability
 - Compile psycho-social history for student/s as needed
- Education
 - Conduct in-house workshops or after-school programs on topics impacting student development for students and families
 - Provide professional development to faculty on school-based trends in student issues and support
 - Serve as a part of the Awesome Attendance Team to create attendance and tardy intervention plans
- Community Service
 - Assisting students and families with obtaining needed services from the community
 - Identify family needs and provide information and referrals to students and families as necessary

Highland Park Public School Academy System

Behavior Interventionist Position Description

Position: Behavior Interventionist

Employed By: Promise Schools

Reports to: Dean of Students/Culture

Employment Type: At-Will/Non-Exempt

POSITION SUMMARY

In collaboration with teachers and other members of the school leadership team, a Behavior Interventionist works directly with scholars to empower their leadership through the cultivation of self-regulation. The Behavior Interventionist will use research-based interventions such as restorative practices to establish a strong school culture that enables learning.

DUTIES AND RESPONSIBILITIES

1. Support School Culture Program

- Implement and execute main student management structures such as Student Code of Conduct and Advisory.
- Convert and distribute detentions; process suspensions and expulsions. Ensure detentions are run orderly, efficiently and effectively.
- Monitor hallways and school spaces to support a calm, orderly, and safe learning environment.

2. Support Parent/Guardian, Family, and Community Affairs

- Connect with parents regarding student affairs.
- Conference with students and parents/guardians about discipline and/or academic issues.
- Support family celebrations such as Thanksgiving Dinner, Awards Night, and Graduation.
- Create and deliver detention forms and other information to families.
- Support student, parent, and transfer orientations.
- Develop positive relationships with local precinct, parents' group, PTSA and other key community stakeholders.

3. Support implementation of Positive Discipline System

- Champion the Promise Way and school values.
- Plan and implement clean-week behavior plans.
- Ensure orderly culture in lobbies, hallways, and cafeteria before, during, and after school.
- Support Town Halls in conjunction with the principal.

Highland Park Public School Academy System

Business Manager Position Description

Position: Business Manager

Employed By: Promise Schools (supports multiple campuses)

Reports to: Promise Schools Chief Financial Officer

Employment Type: At-Will/Exempt

POSITION SUMMARY

The Business Manager provides comprehensive management of school financials, establishing school budgets and spending plans based on Principal direction, executing all day-to-day financial transactions, and monitoring monthly financial reports and financial procedures to ensure that the school is positioned to deliver a balanced budget and clean audit at the end of the fiscal year. The Business Manager supports two network schools in this capacity, working closely with each Principal to understand and execute against school priorities to provide inputs for school check processing and monthly financial reports. The Business Manager formally reports to the PS CFO.

DUTIES AND RESPONSIBILITIES

1. Manages completion and ongoing management of the following: Budget development and budget amendments; Consolidated Application (coordinates with School Improvement Team); Section 31A application/plan; IDEA budget
2. Executes day to day financial transactions following PS policies and procedures and in alignment with the school budget. Includes debit card transactions, check requests, invoice processing, employee reimbursements, cash collection and reconciliation, and bank deposits.
3. Works with the Principal and school team to identify purchasing needs and initiate purchases in alignment with procurement policies and procedures. Supports school team in the development and execution of budget spending plans.
4. Prepare monthly financial statements for schools, including budget-to-actuals, balance sheet, cash flow statement, expenditure ratification form, and other reconciliation documents.
5. Reviews budget to actuals and cash flow reports with PS Director of Finance, Principal, and school board. Forecasts necessary amendments to budget and maintains regular budget discussion with Principal.
6. Organizes all invoices and files to provide prompt payment and documentation of financial transactions. Submits requested items to support internal and formal audit processes. Reviews all vendor invoices for accuracy and alignment with contracted services before initiating payment.
7. Manage payroll and review payroll reports regularly to project annual expenditures by budget line
8. Handles month end activities – ensures all debit card transactions and deposits are fully documented and that all financial documentation in vendor files is complete and audit-ready.
9. Establishes processes for collection of student fees or other cash collection (athletics, uniforms).
10. Regularly updates inventory of school uniforms.
11. Makes deposits into the school's checking account. Monitors bank activity regularly.
12. Reviews cash position regularly to ensure sufficient cash to handle school obligations.
13. Manages all fundraising processes, including donor follow up.
14. Manages preparation and submission of financial compliance reports, including the FID and grant reports.
15. Provides training to school staff on financial procedures. Ensures that school staff are not performing any financial roles without the required training (e.g. cash management).

Highland Park Public School Academy System

Office Manager Position Description

Position: Office Manager

Employed By: Promise Schools

Reports to: Dean of Operations

Employment Type: At-Will/Non-Exempt

POSITION SUMMARY

The Office Manager supports the Principal and Dean of Operations, manages the day-to-day operations of the front office, and provides excellent customer service to school customers both over the phone and in person when greeting and assisting staff, students, and visitors. The Office Manager may also serve as the attendance clerk for the school. This position requires an organized professional with strong communication skills, attention to detail, and multi-tasking ability. The Office Manager reports to the Dean of Operations.

DUTIES AND RESPONSIBILITIES

1. Administrative Duties
 - Acts as receptionist for the school, handling student, staff, and visitor inquiries, issues, and questions.
 - Manages the calendar of the Principal, Deans (as appropriate), and shared school calendars.
 - Answers phones and mail correspondence with the utmost professionalism.
 - Drafts correspondence, spreadsheets, or other documents as directed.
 - Implements a filing system to allow ready access to hard copy and electronic files at any time.
 - Identifies supply and purchasing needs of the front office and teachers. Works with Dean of Operations to ensure that orders are placed and received upon.
 - Performs administrative tasks and projects as directed.
2. Students and Parents
 - Oversee current and new student files to ensure all proper documentation is collected, organized and filed.
 - Act as primary point of contact with parents about school records and student billing.
 - Serves as a key member of the Student Recruitment Team and oversees new student enrollment process.
 - Coordinate logistics for placement testing.
 - Ensures all free and reduced lunch forms are completed and submitted.
 - Manages communication to parents, including preparation of newsletters, website updates, and placement of One Call phone alerts.
3. Attendance and Compliance
 - Serves as attendance clerk for school. Maintains meticulous records related to student and staff attendance and follows up in the case of absences.
 - Supports Dean of Operations on all compliance activities and reporting requirements.
4. Substitute Management
 - Manages deployment of substitute teachers as needed.
5. Act as team player who provides families, teachers, students, and other team members with first-class service.

Highland Park Public School Academy System

Attendance Clerk Position Description

Position: Attendance Clerk

Employed By: Promise Schools

Reports to: Dean of Operations

Employment Type: At-Will/Non-Exempt

POSITION SUMMARY

The Attendance Clerk position is responsible for collecting and maintaining student attendance information at the assigned site; meeting school, state and federal requirements relating to attendance processes including parent notification; preparing and distributing attendance reports and materials; providing clerical support at school site; and communicating various information regarding activities. This position reports to the Dean of Operations.

DUTIES AND RESPONSIBILITIES

1. Communicates with parents, students, staff, etc. in person, by telephone or letter for the purpose of providing information on a variety of attendance issues.
2. Ensures accuracy of attendance records and truancies for the purpose of complying with State laws governing attendance accounting.
3. Maintains a variety of attendance records, schedules, and files (manual and computer) (e.g. contact and telephone logs, student attendance, school calendars, etc.) for the purpose of providing reliable information in compliance with district policies.
4. Prepares a variety of reports for the purpose of conveying information regarding school attendance activities and procedures.
5. Processes documents and materials (e.g. attendance records) for the purpose of disseminating information to appropriate parties.
6. Responds to inquiries from a variety of individuals (e.g. staff, parents, probation officers, other schools, and/or students, etc.) for the purpose of providing information and/or directions as may be required.

Highland Park Public School Academy System

In-House Substitute Teacher Position Description

Position: In-House Substitute Teacher

Employed By: Promise Schools

Reports to: Dean of Instruction

Employment Type: At-Will/Non-Exempt

POSITION SUMMARY

The In-House Substitute Teacher consistently exercises discretion and independent judgment in providing support when teachers are absent from school and in assisting in the Front Office. The In-House Substitute Teacher works in conjunction with teachers and the Dean of Instruction to develop and put into place supports to ensure the success of each student.

DUTIES AND RESPONSIBILITIES

1. Providing coverage for absent teachers (more than 80% of this job)
 - Works to ensure that students are able to meet learning goals while staff members are absent due to illness or an extended leave (often FMLA).
 - Monitors staff attendance and manages coverage accordingly. In the event of an absence, supports learning by serving as the primary teacher and hires other substitute teachers when more than one teacher is absent.

2. Assisting with Front Office Duties when not needed for classroom coverage
 - Assist office workers, teachers, administrators, and students in the Front Office.
 - Greet guests, answer the phones, and communicate with administrative and discipline staff.
 - Work on various projects related to the administration of the school such as preparation for report card pick-up or copying the newsletter.
 - Assist with miscellaneous projects as directed.

Highland Park Public School Academy System

Facilities Manager Position Description

Position: Facilities Manager

Employed By: Promise Schools (serves multiple campuses)

Reports to: Promise Schools Senior Director of Operations

Employment Type: At-Will/Exempt

POSITION SUMMARY

The Facilities Manager position performs oversight of day-to-day facility management as well as strategic facilities planning activities to ensure that all students and staff are provided with a safe, clean and healthy environment for learning and work. The Facilities Manager reports to the Promise Schools Senior Director of Operations.

DUTIES AND RESPONSIBILITIES

1. Perform general maintenance and repair tasks in accordance with all applicable codes and regulations.
2. Ensure that the work site and conditions are safe.
3. Manage custodial/maintenance contract and personnel.
4. Oversee custodial staff to ensure safety and cleanliness of the school grounds and facilities.
5. Perform regular inspections of equipment and systems, reporting abnormalities and hazards immediately.
6. Respond to emergency situations and perform necessary repairs as required.
7. Manage the work order system and ensure timely completion of all tickets.
8. Ensure all applicable fire, safety, health and environmental regulations and laws are observed and exceeded.
9. Recommend repairs or procedures that are beyond the scope of responsibilities, skill or experience, outlining the work needed and specifications required of an outside contractor.
10. Maintain an adequate supply of parts and supplies usually used in repairs, and request needed supplies through the established procedures of the district.

Highland Park Public School Academy System

Assistant Facilities Manager Position Description

Position: Assistant Facilities Manager

Employed By: Promise Schools (serves multiple campuses)

Reports to: Facilities Manager

Employment Type: At-Will/Non-Exempt

POSITION SUMMARY

The Assistant Facility Manager position supports the Facility Manager with inspections, maintenance and repairs to ensure that all students and staff are provided with a safe, clean and healthy environment for learning and work.

DUTIES AND RESPONSIBILITIES

1. Perform at the direction of the Facility Manager general maintenance and repair tasks in accordance with all applicable codes and regulations.
2. Ensure that the work site and conditions are safe.
3. Support oversight of custodial/maintenance vendors.
4. Perform regular inspections of equipment and systems, reporting abnormalities and hazards immediately.
5. Respond to emergency situations and perform necessary repairs as required.
6. Support the oversight of the work order system and ensure timely completion of all tickets.
7. Ensure all applicable fire, safety, health and environmental regulations and laws are observed and exceeded.
8. Recommend repairs or procedures that are beyond the scope of responsibilities, skill or experience, outlining the work needed and specifications required of an outside contractor.

MANAGEMENT AGREEMENT

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the “Agreement”) is made and entered into as of the July 1 day of July 2019 by and between **PROMISE SCHOOLS**, a Michigan nonprofit corporation, and the **ACADEMY HIGHLAND PARK PUBLIC SCHOOL ACADEMY SYSTEM** (the “Academy”), a Michigan public school academy organized under Part 6A of the Revised School Code (the “Code”).

WHEREAS, The Academy is a public school academy located at 45 E. Buena Vista St, Highland Park, MI 48203 authorized pursuant to a contract (the “Contract”) issued by the School District of the City of Highland Park Board of Education (“HPBOE”); and

WHEREAS, The Academy operates under the direction of the Academy Highland Park Public School Academy System Board of Directors (“Academy Board”); and

WHEREAS, Promise Schools is a Michigan nonprofit corporation which will provide for educational and managerial services to the Academy

WHEREAS, Promise Schools, through the educational and managerial services it provides, will implement a comprehensive educational program and management methodologies for the Academy; and

WHEREAS, The Academy Board desires to engage Promise Schools to provide certain services related to the Academy’s Educational Programs as set forth in the Contract (“the Educational Undertakings”) and operations.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I CONTRACTUAL RELATIONSHIP

A. **Authority.** The Academy has been granted a Contract by HPBOE to organize and operate a public school academy pursuant to the terms and conditions set forth in the Contract and related attachments. The Academy Board is authorized to enter into binding legal agreements with persons or entities as necessary for the operation, management, financing, and maintenance of the public school academy; provided that no provision of such a contract shall be effective to the extent it conflicts with the Board’s statutory prerogatives and duties or the terms of the Contract.

B. **Contract.** Acting under and in the exercise of such authority, the Academy Board hereby contracts with Promise Schools, to the extent permitted by law, for specified functions relating to the provision of educational services and the management and operation of the Academy; provided, that this Agreement is subject to all of the terms and conditions of the Contract. The Contract shall be deemed incorporated herein by reference.

C. **Status of the Parties.** Promise Schools is a Michigan non-profit corporation, and is not a division or 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 Promise Schools. The relationship between Promise Schools and the Academy is based solely on the terms of this Agreement. Promise Schools will be solely responsible for its acts and the acts of its agents, employees and subcontractors, provided, that this language shall not limit the indemnification agreements provided herein below. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor.

During the Term of this Agreement, the Academy may disclose otherwise confidential data and information to Promise Schools and its respective officers, directors, employees and designated agents to the extent permitted by Applicable Law in order that Promise Schools may operate the Educational Undertakings for the benefit of the students of the Academy, including without limitation, the Family Educational Rights and Privacy Act, the Individual with Disabilities Education Act (“IDEA”), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC 1320d -13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. Such disclosure shall be conducted only in a manner that is compliant with applicable law, including the disclosure processes related to the specific statute governing the information being disclosed.

Employees of Promise Schools, to the extent they have a legitimate educational interest related to providing the Educational Undertakings, defined herein shall be designated as “school officials” by the Academy Board under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”); and the Academy shall disseminate the notice(s) required pursuant to FERPA and its related regulations.

The Academy Board may by resolution designate an officer or employee of Promise Schools, as may be mutually agreed upon by Promise Schools and the Academy, to assist a member of the Board with the performance of the duties of the CAO under the Uniform Budgeting and Accounting Act, MCL 141.421 et. seq., and to provide oversight of other contractors of the Academy, as designated by the Academy Board from time to time.

ARTICLE II TERM

A. **Term.** Except as otherwise provided in this Agreement, this Agreement shall become effective July 1, 2019 and shall cover three academic years, commencing on July 1, 2019 and ending on June 30, 2022 (the “Term”), with a two academic year automatic renewal, commencing on July 1, 2024 and ending on June 30, 2024, based on achievement of satisfactory performance review. If the Academy’s Contract ends or is terminated for any reason, this Agreement shall be coterminous with the Academy’s Contract. The Contract from HPBOE is effective through June 30, 2024 and the parties recognize that during the Term or the reauthorization process HPBOE may condition an extension or reauthorization of the Contract

upon a renegotiation of the Agreement to bring it into conformity with the Contract and applicable law. Promise Schools shall prepare all documentation for Charter Contract reauthorization consideration.

B. Renewal Consideration. On or before May 1 in the academic year in which the Term or any renewal term expires, the Academy shall review the performance of Promise Schools and provide notice of its intention to approve a new agreement for an additional year or years, subject to the negotiation of the terms for the new Agreement and the issuance of a new Contract by HPBOE. In the event that the Academy Board takes no action as contemplated herein, and the Academy Board and Promise Schools do not renew this Agreement at the end of its Term, Promise Schools shall cease to be obligated by the terms and conditions recited herein as of midnight, June 30 (August 31 if the Academy has an extended school year in the year of termination) of the last effective year of this Agreement and shall have no further responsibility or liability to the Academy, except as provided in paragraph VII. H, Transition Services.

ARTICLE III FUNCTIONS OF PROMISE SCHOOLS

A. Responsibility. Promise Schools shall be responsible and accountable to the Academy Highland Park Public School Academy System Board of Directors for the Academy's administration, operation, and performance. On and after the Commencement Date, Promise Schools shall be responsible for the Academy's day-to-day management and shall undertake such responsibilities in good faith and in the Academy's best interests. Promise Schools is granted such power and authority on the Academy's behalf as is reasonably necessary or appropriate to perform its obligations under this Agreement. Nothing in this Agreement shall be construed to confer upon Promise Schools authority to act where the Michigan Revised School Code, Part 6A requires official action by the Academy Board.

B. Educational Program. Promise Schools shall implement all educational undertakings ("Educational Undertakings"), which is defined as all aspects of school operation including but not limited to administering the curriculum and all aspects of the "educational program" as defined in the Academy's Contract. Such items shall also include operationalizing the Academy calendar, administering the methods of pupil assessment, the ages and grades of instruction and all reporting requirements set forth in the Contract. In the event that Promise Schools determines that it is advisable to modify any of the Educational Undertakings set forth in the Contract, Promise Schools will provide written notification to the Academy Board specifying the changes it recommends and the reasons for the proposed changes. As the Educational Undertakings are an integral part of the Contract, no changes in the Educational Undertakings shall be implemented without the prior written approval of the Academy Board, which may be fulfilled by action of the Academy Board at a meeting convened pursuant to the Michigan Open Meetings Act, and approval by HPBOE through the process set forth in the Contract for amendment thereof. Promise Schools shall provide the Academy Board with periodic written reports, at least annually, specifying the level of achievement of each of the Academy's Educational Undertakings as set forth in the Contract and detailing its plan for meeting any Educational Undertakings that are not being attained.

C. **Subcontracts.** It is anticipated that Promise Schools will utilize subcontracts to provide some of the services it is required to provide to the Academy including but not limited to transportation, food service and special education services. Promise Schools shall not subcontract the management, oversight or operation of the educational program, without the prior written approval of the Academy Board. Academy Board prior approval of other subcontracts is not required unless the costs for these subcontracted services exceed the funds appropriated for that purpose in the Academy's approved budget, or is in excess of the contract amount required to be approved by the Academy Board by the Academy's contractual obligations to HPBOE, or such approval is required by law. Regardless of whether Promise Schools chooses to subcontract one or more aspects of its duties hereunder, it shall nevertheless remain responsible to the Academy for the provision and quality of such services.

D. **Place of Performance.** Instruction services other than field trips and activities and courses at college campuses or internship sites will normally be performed at the Academy facilities. Promise Schools may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by the Contract or applicable law. The Academy shall provide Promise Schools with the necessary office space for administration of the Academy. All student records and books of the Academy, as well as copies of minutes of both regular and executive sessions of the Academy Board and all required compliance materials ("Academy Documents") shall be maintained at the Academy site at the Academy's sole expense. For purposes of this agreement, the parties acknowledge and agree that the term "acceptable format" shall mean a format compliant with all applicable law, including the Freedom of Information Act, and in compliance with all applicable requirements set by state and federal agencies, including any record retention schedule published by the Michigan Department of Education.

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

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

1. Achieving educational goals and related measures as outlined in the Charter Contract.

2. Meeting Performance Standards contained within Exhibit B.

G. **Student Recruitment and Retention.** Promise Schools shall be responsible to ensure that the Academy undertakes the lawful recruitment, enrollment, and re-enrollment of students subject to the provisions of the Contract. Students shall be enrolled in accordance with the procedures set forth in the Contract and in compliance with applicable law. Promise Schools 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.

H. **Student Due Process Hearings.** Promise Schools shall ensure that students are provided 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 as set forth in the Board policies and Student Handbook. The Academy Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled. In the event that Promise Schools facilitates a student due process hearing, they shall inform the Academy Board that an expulsion hearing is scheduled as well as the result of the hearing.

I. **Legal Requirements.** Promise Schools shall be responsible to ensure that the Academy provides Educational Programs that meet federal, state, and local requirements, and the requirements imposed under the Code and Contract, unless such requirements are or have been waived.

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

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

L. **Authority.** Promise Schools shall have the authority and power necessary to undertake its responsibilities described in this Agreement, except in cases wherein such power may not be delegated by law nor approved by the Academy Board.

M. **Compliance with Academy's Contract.** Promise Schools agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract issued by the HPBOE. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement. Promise Schools will not act in a manner that will cause the Academy to be in material breach of its Contract with HPBOE, as determined by HPBOE. Any action or inaction by Promise Schools that is not cured within 60 days of notice thereof which causes the Charter Contract to be put in jeopardy of revocation, termination, or suspension by HPBOE is a material breach.

N. **Additional Programs.** The services provided by Promise Schools to the Academy under this Agreement consist of the Educational Undertakings as set forth herein and the educational program and all other aspects of operating the school and providing instruction as set forth in the Contract, as the same may change from time to time. The Academy Board may decide to provide additional programs. Any revenues collected from such programs will go directly to the Academy. The Academy may also purchase additional services from Promise Schools at a mutually agreeable cost.

O. **Annual Budget Preparation.** Promise Schools will provide the Academy Board with a proposed annual budget in accordance with the provisions of Exhibit A.

P. **Financial Reporting.** Promise Schools shall provide financial reporting in accordance with the provisions of Exhibit A.

Q. **Operational Reporting.** The Academy Board and Promise Schools shall establish annually a format for monthly data dashboard reporting to ensure that the Board can regularly monitor student and school performance, operational, and financial performance. In order to enable the Academy Board to monitor Promise Schools' educational performance and the efficiency of its operation of the Academy, upon the request of the Academy Board, Promise Schools will provide written reports to the Academy Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than one (1) week after the request for the report is received by Promise Schools unless the Academy Board and Promise Schools mutually agree upon an extended timetable.

R. **Good Conduct.** Promise Schools, its employees, contractors and subcontractors, as representatives of the Academy, shall be expected to conform to the highest ethical and legal standards expected of public officials, in their dealings with the Academy and otherwise. Likewise, the Academy Board and its individual members shall be expected to conform to the highest ethical and legal standards expected of public officials in their dealings with Promise Schools and its agents and subcontractors.

S. **Marketing.** Promise Schools may place their brand/logo on Academy Highland Park Public School Academy System marketing materials.

T. **Budget Information.** On an annual basis, the Promise Schools shall provide the Academy Board all of the same information that a school district is required to disclose under section 18(2) of the State School Aid Act, MCL 388.1618(2), for the most recent school fiscal year in which the information is available. Within thirty (30) days of receiving the information under section 18(2), Promise Schools shall make this information publicly available on the Academy's website on behalf of the Academy Board, in a form and manner prescribed by the Michigan Department of Education. Promise Schools shall update said information as it is revised or amended.

U. **Privacy.** Except as permitted under the Code, Promise Schools shall not sell or otherwise provide to any entity any personally identifiable information that is part of an Academy student's

education records. If Promise Schools receives information that is part of an Academy student's education records, Promise Schools shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136. In the event Promise Schools or its staff assigned to the Academy receives a request under Michigan's Freedom of Information Act for information related to any student data, it shall apply the exemption in MCL 15.243(2). Promise Schools shall also abide by and implement MCL 380.1136.

V. **Data Breach.** Promise Schools shall develop and maintain, with Board approval, a data breach response plan to address the release of personally identifiable information from Academy education records or other information not suitable for public release. In the event of a data breach, Promise Schools and the Academy shall follow the data breach response plan

ARTICLE IV OBLIGATIONS OF THE BOARD

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

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

C. **Building Facility.** The Academy Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract and applicable law. The Academy Board is also responsible for the establishment of a capital reserve to support major maintenance and capital projects and for dedicating budget resources to support the facility's maintenance and operation.

D. **Academy Employees.** The Academy Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Academy Board. This paragraph does not apply to individuals employed by Promise Schools or any entity which Promise Schools subcontracts with to provide services pursuant to this Agreement.

E. **Educational Consultants.** The Academy Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of Promise Schools under this Agreement. Promise Schools shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities, and information as if such requests came from the full Academy Board. Promise Schools shall have

no authority to select, evaluate, assign, supervise or control any educational consultant retained by the Academy Board. The cost to hire an educational consultant shall be paid by the Board.

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

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

H. **Budget.** The Academy Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 et seq, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of Promise Schools, lease payments, 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 Academy Board's legal counsel and consultants. In addition, the Academy Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Academy Board.

I. **Academy Funds.** The Academy Board shall determine the depository institution of all funds received by the Academy in compliance with MCL 380.1221. The Academy Board or Academy Board's treasurer shall deposit all funds received by the Academy in the Academy's depository account in the name of the treasurer as an officer of the Academy and in the manner and form prescribed by the Academy Board. Signatories on the depository account shall be Academy Board members and may also include Promise Schools officers if any as authorized by the Academy Board, which the Academy Board may or may not undertake, in its sole discretion. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Academy Board shall provide Academy funding on a consistent and timely basis to Promise Schools to fulfill its obligations under this Agreement.

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

ARTICLE V EVALUATIONS OF PROMISE SCHOOLS

A. **Evaluation of Promise Schools.** The Academy Board shall evaluate the performance of Promise Schools at least annually to provide Promise Schools with an understanding of the Academy Board's view of its performance under this Agreement. The Academy Board will determine the format to conduct this evaluation, but will seek reasonable input as to said form from Promise Schools as to same. The evaluation of Promise Schools will, at a minimum, be written and consist of a review of Promise Schools' ability to meet and exceed the goals stated in the Academy's Contract, progress in meeting pupil performance standards outlined in paragraph

III.F. of this Agreement, a review of Promise Schools' performance of its responsibilities under this Agreement, and any other factors of concern to the Academy Board. Promise Schools shall be entitled to provide a written response to the evaluation which shall be maintained in the Academy Documents. The failure of the Academy Board to formally evaluate Promise Schools in a given year shall cause Promise Schools' performance in the year in question to be presumed "satisfactory."

B. **Evaluation of Promise Schools Staff.** Promise Schools shall abide by MCL 380.1249 and applicable law as the Academy Board designee and in so doing shall undertake such actions required by MCL 380.1249 and applicable law as it relates to evaluation of all staff assigned to the Academy who must be evaluated.

ARTICLE VI FINANCIAL ARRANGEMENT

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

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 Academy Board and Promise Schools shall endeavor to obtain revenue from other sources. All funds received by Promise Schools 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.**

1. **State Aid Fee Percentage.** The Academy shall pay Promise Schools an annual fee equal to ten percent (10%) of the total state revenues that the Academy receives, directly or indirectly, from the State of Michigan pursuant to the State School Aid Act of the 1979, as amended, for the particular students enrolled in the Academy. In the event that this Agreement is terminated mid-term, such fee shall be prorated for months of actual service, in accordance with Article VII, subsection F.

D. **Reasonable Compensation.** The Academy acknowledges and agrees that compensation payable to Promise Schools under this Agreement is reasonable compensation for the services to be rendered by Promise Schools to the Academy under this Agreement. Promise Schools' compensation for services under this Agreement will not be based, in whole or in part, on a share of net operating budget surplus from the operation of the Academy.

E. **Payment of Educational Undertakings Costs.** In addition to the Academy's obligation to reimburse Promise Schools for services as provided in paragraph VI. C., supra, all costs reasonably incurred in providing the Educational Undertakings at the Academy shall be paid by the Academy. Such costs shall include, but shall not be limited to, curriculum materials, professional development, textbooks, library books, costs for computer and other equipment,

software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, costs for personnel provided at the Academy either by Promise Schools or through an entity with which Promise Schools subcontracts for staff (including payroll and benefits support fees), and marketing and development costs. Any such costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing, development, or personnel of Promise Schools or otherwise. The Academy Board must be informed of the level of compensation and fringe benefits provided to employees of Promise Schools assigned to the Academy.

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

F. Payment of Payroll. Promise schools shall invoice the Academy for payroll no later than ten business days prior to each payroll date. The payroll invoice shall include the estimated payroll costs for the next payroll run, as well as any adjustments from the prior payroll run resulting from differences in estimated and actual payroll costs. Promise Schools shall be advanced funds for payroll costs no later than the third business day preceding each payroll date for Promise Schools' employees performing services at the Academy. "Payroll Costs" include salary, benefits, and other costs attributable to personnel assigned to perform services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, Workers' Compensation Insurance, Professional Liability Insurance, employer portions of health, dental, vision and life insurance, payroll and benefits support fees, and 410K employer contributions (if any). Said funds shall be deposited by the Academy into the payroll account designated by Promise Schools. If Payroll Costs have not been funded by the Academy by the payroll date, Promise Schools will make final payroll payments and may send lay-off notices to Promise School employees. At that time, Promise Schools will also provide the Academy an invoice for all accrued Promise Schools' staff wages (earned but not yet paid) for employees and staff assigned to the Academy for payment.

G. Reimbursement for Advancement of Funds. On occasion, Promise Schools may advance funds for the operation of the Educational Undertakings, in which case Promise Schools will submit fees and expenses and properly presented documentation to the Academy Board for approval and reimbursement at the next regularly scheduled meeting. The Academy Board will advance funds to Promise Schools for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification and are provided for in the Academy's budget, as amended from time to time. In paying costs on behalf of the Academy, Promise Schools shall not charge an added fee. Reimbursable costs shall be incorporated in the budgets approved by the Board. Each budget shall contain the Fee and reimbursable costs, including but not limited to, those associated with employment of Promise Schools' personnel at the Academy. Any costs reimbursed to Promise

Schools that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by Promise Schools.

H. Time and Priority of Promise Schools Management Payment. The compensation due to Promise Schools pursuant to Paragraph C of this Article shall be calculated for each school year at the same time as the State of Michigan calculates the State School Aid, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the State School Aid. Promise Schools shall receive its compensation pursuant to Paragraph C of this Article in eleven (11) installments beginning in October of each academic year and ending in August of such academic year. Such installment amounts shall be due and payable within ten (10) days of receipt by the Academy of each of its State School Aid payments. Payments due and owing to Promise Schools pursuant to Paragraph E of this Article shall be made by the Academy to Promise Schools on the last day of each month, and shall be 10% of each month's state aid payment from the State of Michigan. The sum of these monthly payments shall constitute the 10% management fee that is discussed herein.

I. No Related Parties or Common Control. In interpreting this Agreement and in the provision of the required services, Promise Schools shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. As required by the Academy's Articles of Incorporation and Bylaws, the Academy Board may not include any directors, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and Promise Schools that none of the voting power or governing body of the Academy will be vested in Promise Schools or its directors, members, managers, officers, shareholders and employees, and the Academy and Promise Schools will not be related parties as defined in Treas. Reg. § 1.150-1(b).

The Academy shall satisfy its payment obligation under this Article to Promise Schools in the following order of priority: (1) to reimburse Promise Schools pursuant to Paragraph E of this Article for sums due and owing for previous months; (2) to reimburse Promise Schools pursuant to Paragraph E of this Article for sums due and owing for the current month; (3) to pay Promise Schools pursuant to Paragraph C of this Article for installment payments due and owing for previous months; and (4) to pay Promise Schools pursuant to Paragraph C of this Article for installment payments due and owing for the current month.

J. Audit Report Information. Promise Schools will make all of its financial and other records related to the Academy available to the Academy, the independent auditor selected by the Academy Board, and the HOBEO upon request.

K. Other Financial Relationships. Any lease, promissory notes or other contingent negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and Promise Schools shall be contained in a document separate from this Agreement. Promise Schools does not enter this Agreement with an interest in entering into promissory notes or other financing agreements and is not expected by the Academy to serve as guarantor for promissory notes or other financing agreements through other lenders. Promise Schools shall not

enter into any lease, promissory note, or other negotiable instruments, lease-purchase agreements, or other financing agreements on behalf of the Academy that extends beyond the duration of this Management Agreement without prior Board approval.

L. **Access to Records.** Promise Schools shall keep accurate financial, educational, personnel, and student records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of Promise Schools, and shall retain all of these records in accordance with applicable state and federal requirements. Financial, educational, operational and student records that are now or may in the future come into the possession of Promise Schools remain Academy records and are required to be returned by Promise Schools to the Academy upon demand, provided that Promise Schools may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. However, the Academy Board shall not unreasonably restrict Promise Schools' or its agents' and subcontractors' access to Academy Documents. Promise Schools 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 HPBOE's or the public's access to these records under applicable law or the Contract.

M. **Reporting Compliance.** Promise Schools shall provide to the Board annually all of the same information that a school district is required to disclose under section 18(2) of the state school aid act of 1979, MCL 388.1618, for the most recent school fiscal year for which that information is available. On behalf of the Board, Promise Schools shall make such information available on the Academy's website in a form and manner prescribed by the Michigan Department of Education and by applicable law. Promise Schools shall make available to the Academy Board all information concerning the operation and management of the Academy, including without limitation the information described in the Contract, available to the Academy as deemed necessary by the Academy Board. On behalf of the Academy, Promise Schools shall make such information available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.

Promise Schools shall also marshal and maintain the reporting information required under MCL 380.503(6)(l)&(m) on behalf of the Academy Board. On behalf of the Board, Promise Schools shall make such information available on the Academy's website in a form and manner prescribed by applicable law.

ARTICLE VII PERSONNEL AND TRAINING

A. **School Leader.** The terms of employment of the School Leader shall be determined by Promise Schools. Promise Schools shall have the sole authority, consistent with the subparagraph B, below, to hire, compensate, evaluate, assign, discipline, transfer and terminate the School Leader, and to hold the School Leader accountable for the performance of the Academy. Prior to the placement of a new School Leader at the Academy, other than in an

interim capacity, the Board shall have an opportunity to meet with the candidate or review the candidate's qualifications and to provide feedback to Promise Schools. However, Promise Schools shall have the ultimate authority to place the School Leader at the Academy. The School Leader shall have a valid administrator certificate issued by the State Board of Education or be in the process of completing an alternate certification program, as required by the Code.

B. **Personnel.** Promise Schools shall be responsible for the selection and hiring of qualified personnel to perform services at the Academy. All teaching staff working at the Academy shall be appropriately certified and considered highly qualified. Promise Schools shall have the responsibility and authority, subject to subparagraph A above, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel, or subcontract therefor, consistent with the Budget, applicable law, and this Agreement. No contracts between Promise Schools and staff assigned to the Academy (including by way of example and not limitation, administrators, teachers, counselors and the like) shall contain non-compete agreements of any nature whatsoever.

C. **Employee Bonuses.** Promise Schools shall establish bonus criteria for all personnel assigned to work at the Academy, calculate employee bonuses based on performance data, and ensure payment of bonuses subject to the availability of funds in the approved bonus budget on an annual basis.

D. **Criminal Background Checks.** As part of its services under this Agreement, Promise Schools will, to the extent permitted by applicable law, be responsible for conducting or arranging for criminal background and conduct checks on its employees assigned to the Academy to ensure that the Academy fulfills its responsibilities to: a) conduct criminal background and record checks required by Applicable Law; and, b) maintain evidence that it has performed such actions.

E. **Unprofessional Conduct Checks.** Promise Schools agrees that it will conduct unprofessional conduct checks in accordance with MCL 380.1230b before hiring an employee assigned to work at the Academy.

F. **Training.** Promise Schools shall be responsible for ensuring that all staff members assigned to work at the Academy including, the Administrators, teachers and paraprofessionals, receive training required by law and which is consistent with the Academy mission.

ARTICLE VIII TERMINATION OF AGREEMENT

A. **Termination by the Academy for Cause.** This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that Promise Schools fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than sixty (60) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Academy Board, failure to account for its

expenditures or to pay operating costs (provided funds are available to do so), or failure to meet or make appropriate progress towards meeting the outcomes stated in Paragraph III.F. of this Agreement and the Contract (which failure is not proximately caused by the Academy Board); a violation of the Contract or of applicable law and any action or inaction by Promise Schools that places the Academy's Charter Contract in jeopardy of revocation, termination or suspension as discussed above. In order to terminate this Agreement for cause, the Academy Board is required to provide Promise Schools with written notification of the facts it considers to constitute material breach and a reasonable period of time within which Promise Schools has to remedy this breach. After the period to remedy the material breach has expired and if Promise Schools has failed to remedy the breach, the Academy Board may terminate this Agreement by providing Promise Schools with written notification of termination.

It is understood by Promise Schools and the Academy that the Authorizer's metrics of Educational Performance, and growth towards those metrics, is essential and constitutes a high performing school (metrics listed in Exhibit B). The parties also agree that the public measurement is the State designated assessment, as may be amended from time-to-time by the state, and that continued growth and comparison of first the composite district and second the state benchmarks is the desired goal. Promise Schools in cooperation with the Academy will work toward attainment of these Educational Performance metrics.

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

C. Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by HPBOE is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically 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. The Academy shall pay to Promise Schools all amounts due and owing for services provided up to the date of termination and Promise Schools shall have no further responsibility or liability to the Academy, except as set forth in Paragraph VIII. H.

D. Termination by Either Party Without Cause. Promise Schools or the Academy Board may elect to terminate the Agreement, without cause, at the end of a school year. Promise

Schools shall give the Academy Board written notification of termination at least one-hundred eighty (180) calendar days prior to the termination date. The Academy Board shall give Promise Schools written notification of termination at least one-hundred eighty (180) calendar days prior to the termination date.

E. **Change in Law.** If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 30 days after the notice, the party requiring the renegotiation may terminate this Agreement on 60 days further written notice.

F. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, the termination will not become effective until the end of that school year absent extenuating circumstances.

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

H. **Transition.** Transition. In the event of termination or expiration of this Agreement or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Promise Schools shall, without additional charge:

- (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority;
- (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records;
- (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Promise Schools to the Academy;
- (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and

(v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

PS shall complete transition items (ii) through (v) above on or before June 30th of the transition year. PS shall complete transition item (i) above within a reasonable timeframe from when the school year end financial records are available. For any transition services past June 30th that are not set forth in item (i) above, PS shall be paid a fee equal to 1/365 of the Annual Management Fee paid to PS during the last full fiscal year, multiplied by the number of calendar days the Academy Board has requested PS assistance during the transition period.

I. Transition in Event of Breach. The Academy Board and Promise Schools agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and Promise Schools agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. Promise Schools shall perform this transition in a similar manner as described under Article VIII, H above. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, the termination will not become effective until the earlier of (i) an approved agreement by the Academy with another ESP (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked.

J. Closure and Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and Promise Schools shall have no recourse against the Academy or the HPBOE for implementing such site closure or reconstitution.

ARTICLE IX PROPRIETARY INFORMATION

A. Proprietary Information. The Academy shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by Promise Schools, its employees, agents or subcontractors, or by any individual working for or supervised by Promise Schools, which were developed during working hours or during time for which the individual is being paid by Promise Schools which (i) were directly developed and paid for by the Academy; or (ii) were developed by Promise Schools at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. Promise Schools' educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

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

C. **Non-Disclosure of Proprietary Information; Remedy for Breach.** Except as specifically required by the Authorizer, Code, the Contract, a court order or subpoena, the smooth operation of the Academy as an educational institution or the Michigan Freedom of Information Act, the proprietary information and materials of Promise Schools shall be held in strict confidence by the Academy. Any and all proprietary information and materials of the Academy shall be held in strict confidence by Promise Schools and its employees, agents, representatives, and affiliates, and shall not be disclosed.

Except as excluded above, during the Term of this Agreement, and continuing for three (3) years thereafter, both parties agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever, any such proprietary information without the prior written consent of the other party.

ARTICLE X INDEMNIFICATION

A. **Indemnification of Promise Schools.** To the extent permitted by law, the Academy shall indemnify and hold Promise Schools (which term for purposes of this Paragraph A, includes Promise Schools' 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 Academy Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Promise Schools 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 Promise Schools.

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.** Promise Schools 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 Promise Schools with any agreements, covenants, warranties, or undertakings of Promise Schools contained in or made pursuant to this Agreement, including any and all employment related claims, demands or suits by Promise Schools employees, former employees or applicants; and any misrepresentation or breach of the representations and warranties of Promise Schools contained in or made

pursuant to this Agreement. In addition, Promise Schools 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. To the extent permitted by law, the Academy shall indemnify and hold harmless Promise Schools, its Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which Promise Schools may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. Promise Schools 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 Promise Schools' directors, officers, employees, agents or representatives.

E. Indemnification of the Highland Park Board of Education. To the extent permitted by law, the Academy and Promise Schools shall indemnify and hold harmless HPBOE, its Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which the Academy or Promise Schools may incur and which arise out of the negligence of the Academy's or Promise School's directors, officers, employees, agents or representatives.

ARTICLE XI INSURANCE

A. Insurance of the Academy. The Academy shall secure and maintain such policies of insurance as required by the Contract. This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms required by the provisions of the Contract, including the indemnification of Promise Schools required by this Agreement. The Academy shall, upon request, present evidence to Promise Schools that it maintains the requisite insurance in compliance with the provisions of this paragraph. Promise Schools shall assist the Academy in securing and maintaining the foregoing policies of insurance as required by the Contract, with the Academy listed as an additional insured. Promise Schools shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.

B. Insurance of Promise Schools. Promise Schools shall maintain such insurance in an amount and on such terms as are reasonably acceptable to the Academy Board and as may be required by the provisions of the Contract, including the indemnification of the Academy required by this Agreement. Promise Schools shall, upon request, present evidence to the Academy and HPBOE that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to Promise Schools under Promise Schools' policy with its insurer(s), to the extent practicable.

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

ARTICLE XII MISCELLANEOUS

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Promise Schools on the subject matter hereof.

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

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

If to Promise Schools:
Promise Schools
4201 Outer Drive West
Detroit, MI 48221

With a copy to Promise Schools' attorney:
Aimee R. Gibbs
Dickinson Wright
500 Woodward Ave., Suite 4000
Detroit, MI 48226

If to Academy:
Academy Highland Park Public School Academy System
45 E Buena Vista St
Highland Park, MI 48203
Attention: Board President

And a copy to the Board Attorney:
Joe Urban
Clark Hill
151 S. Old Woodward, Suite 200
Birmingham, MI 48009

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.

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, by the parties. Any modification to this Agreement must be made in writing, approved by the Academy Board and Promise Schools, and signed by a duly authorized officer. In addition, any modification to this Agreement must be completed in a manner consistent with HPBOE's Educational Service Provider Policies, if any, and the Contract before it can become effective.

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.** Promise Schools may not assign this Agreement without the prior written approval of the Academy Board. Any assignment must be completed in a manner consistent with HPBOE's Educational Service Provider Policies, if any and the Contract.

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

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

K. **Compliance with Law.** The parties agree to comply with all applicable laws and regulations.

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

M. **Dispute Resolution Procedure.** Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the

rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Wayne County, Michigan. The award shall be in writing, shall be signed by the arbitrator, and shall include a statement setting forth the reasons for the disposition of any claim. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The cost of arbitration administration and the Arbitrator's time, shall be split by the parties.

[signature page to follow]

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

PROMISE SCHOOLS

By _____
Melissa Hamann, President and CEO

ACADEMY HIGHLAND PARK PUBLIC SCHOOL ACADEMY SYSTEM BOARD

By _____
President, Board of Directors

EXHIBIT A: BUSINESS/FINANCE SERVICES

1. Promise Schools shall provide the Board with:

a. A proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and in a form reasonably satisfactory to the Academy Board and to HPBOE. The budget shall contain object level detail and comply with public accounting standards applicable to public schools and public school academies in Michigan. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Academy Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to HPBOE. Promise Schools may not make deviations from the approved budget without the prior approval of the Academy Board, although the budget may be amended from time-to-time as necessary with the Academy Board's approval;

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

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

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

EXHIBIT B: PERFORMANCE METRICS

Promise Schools shall endeavor to continuously improve the culture and quality of education at Academy Highland Park Public School Academy System. Milestones for measuring progress towards these goals include the following:

PERFORMANCE METRICS TO BE DISCUSSED BY ACADEMY BOARD AND PROMISE SCHOOLS

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

Physical Plant Description

Highland Park Public School Academy System

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Physical Plant Description

Highland Park Public School Academy System

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

2. The address and a description of the proposed physical plants (the “Proposed Sites”) of Highland Park Public School Academy System (“System”) is as follows:

Address: Barber Elementary School, 45 Buena Vista, Highland Park, MI 48203

Description: The building is comprised of three stories and is commonly referred to as the “Barber Elementary School.”

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through eighth

Name of School District and Intermediate School District:

Local: Highland Park Public Schools
ISD: Wayne RESA

3. It is acknowledged and agreed that the following information about the Proposed Sites is provided on the following pages, or must be provided to the satisfaction of the District Board, before the System may operate as a public school in this state.

- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

4. In addition, the System and the District Board hereby acknowledge and agree that this Contract is being issued to the System with the understanding that the System 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 proposed physical facility. These approvals must be provided and be acceptable to the District Board or its designee prior to the System operating as a public school. In cases of disagreement, the System may not begin operations without the consent of the District Board.

5. If the Proposed Sites described above are not used as the physical facilities for the System, then Schedule 6 of this Contract between the System and the District Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the System's physical facilities. The System must submit to the District 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 District, and the amendment regarding the new site has been executed.

6. The System agrees to comply with the site restrictions 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.

The floor plan for the above-referenced site will be available for viewing at the System administrative offices upon request.

Occupancy approvals will be added to the Contract upon approval from the appropriate State agencies.

LEASE AGREEMENT

THIS LEASE is made this 1st day of July, 2019 (the "Effective Date"), between **SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK**, a Michigan public school district ("Landlord") whose address is 20 Bartlett Street, Highland Park, Michigan, 48203 and **HIGHLAND PARK PUBLIC SCHOOL ACADEMY SYSTEM**, a Michigan public school academy ("Tenant"), whose address is 45 E. Buena Vista Street, Highland Park Michigan 48203.

1. Premises; Personal Property.

1.1 Landlord hereby leases to Tenant the Premises (as hereinafter defined) commonly known as Barber Focus, 45 E. Buena Vista Street, Highland Park, Michigan 48203.

The term "Premises" shall mean, on a collective basis: (a) the parcel of real estate described in **Exhibit A**, attached hereto (the "Land"), together with all rights, easements and interests appurtenant thereto; (b) all improvements located on the Land, including, but not limited to, the above mentioned building (the "Building") and all other structures, systems, and improvements owned by Landlord and associated with, and utilized by Landlord in, the ownership and operation of the Building, including, without limitation, the parking lots, driveways, sidewalks and landscaped areas.

1.2 As additional consideration for Tenant's agreements hereunder, Landlord hereby authorizes Tenant to use the materials, furniture and equipment (collectively, the "Office Furniture and Equipment") currently in the Building during the Term solely for the Academy's operation of a public school. Tenant's use of the Office Furniture and Equipment shall comply with any grant or other restrictions (if any) placed on Landlord's use under applicable law, and Landlord agrees to assist Tenant as necessary to facilitate Tenant's use of the Office Furniture and Equipment. Any Office Furniture and Equipment not identified for use by Tenant may be used by, stored or disposed of by the Landlord in accordance with applicable law.

2. Term; Options to Extend; Termination.

The term of this Lease (the "Term") is coterminous with the term of the charter contract ("Contract") issued to Tenant. At the end of the Term, if Tenant continues to operate pursuant to a Contract from Landlord's Board of Education, then the Term of this Lease shall continue for additional three (3) year terms (each, an "Extension Term"), unless terminated as provided hereunder. If, at any time during an Extension Term, the Landlord's financial emergency is rectified, then this Lease shall terminate at the end of the school fiscal year in which the financial emergency is rectified without any further action of the parties.

3. Condition of the Premises; Tenant's Work.

3.1 Tenant agrees that Tenant is familiar with the condition of the Premises and Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis. Tenant acknowledges that neither Landlord nor any representative of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for the Permitted Use (as defined in Section 6.1 below). Tenant represents and warrants that Tenant has made its own inspection of the Premises. Landlord shall not be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the Premises in connection with, or in consideration of, this Lease.

3.2 Promptly following the Commencement Date, Tenant, at its sole cost and expense, shall improve, furnish and equip the Premises with furniture, fixtures, equipment and inventory and other systems necessary to utilize the Premises for the Permitted Use ("Tenant's Work"). All of such improving, furnishing and equipping shall be done in a good and workmanlike manner. Tenant shall obtain all necessary governmental approvals and permits for the Tenant's Work. All improvements of any type or nature supplied or paid for by the Tenant shall be the sole property of Tenant, removable by Tenant upon the expiration or termination of the Term, provided that Tenant shall not remove any such improvements if the removal of same would result in permanent disfiguration to the Premises.

3.3 If Tenant's Work includes structural improvements to the Building, Tenant shall obtain Landlord's prior written approval of such improvements. Landlord's approval shall not be unreasonably withheld, conditioned or delayed. As used herein, structural improvements shall mean those improvements to the structural and exterior portions of the Buildings, including any load bearing walls and building facade (including Tenant's building signage).

3.4 All contractors and subcontractors engaged in the performance of Tenant's Work shall procure, maintain and, prior to commencement of the work, deliver to Landlord certificates evidencing insurance coverage and limits reasonably acceptable to Landlord when considering the scope of work to be performed and consistent with applicable law concerning school construction. Each insurance policy shall provide that the insurer shall endeavor to provide at least ten (10) days' prior written notice to Landlord of any material change, cancellation, or non-renewal and shall contain a clause setting forth that such policy shall be primary with respect to any policies maintained by Landlord or the other additional insureds and that any coverage carried by Landlord shall be excess insurance. Evidence of insurance coverage and limits required by Landlord shall in no way limit Tenant's liabilities and responsibilities under this Lease. Any and all deductibles applicable to the required coverage shall be borne solely by Tenant.

4. Base Rent; Net Lease.

4.1 Subject to Section 1.1, beginning on the Commencement Date and each year thereafter, Tenant shall pay to the Landlord base rent ("Base Rent") equal to the sum of Ten percent of the state school aid allocated to the Academy by the State of Michigan. This Base Rent may be held by Landlord in a separate fund to be allocated for building improvements, maintenance and repairs that the Landlord, in its sole discretion, deems appropriate. Tenant's Board of Directors may request Landlord to make any such funds available for specifically-described projects, provided such request is made at least six months prior to the date that the maintenance, repairs or improvements are to be placed into service. Landlord is not required to approve such allocation.

4.2 This is an absolutely net lease to Landlord. It is the intent of the parties hereto that the Base Rent payable under this Lease shall be an absolutely net return to Landlord and that Tenant shall pay all costs and expenses relating to the ownership and operation of the Premises and the business carried on therein (hereinafter "Additional Rent"). Any amount or obligation relating to the Premises that is not expressly declared (under this Lease) to be that of Landlord shall be deemed to be an obligation of Tenant to be performed by Tenant, at Tenant's expense. Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent".

Taxes; Assessments and Utilities.

5.1 Prior to the date of this Lease, Landlord has utilized the Premises to provide public educational services (the "Public Educational Use"). Landlord represents and warrants that as a result of the Public Educational Use, the Premises is currently exempt from all ad valorem real and personal Premises taxes, all governmental assessments, general or special, (for example, but without limitation, assessments levied under special taxing districts) and municipal service charges (for example, but without limitation, water and sewer service and commodity charges),

including government-imposed collection fees and charges levied by a governmental authority in lieu of any of the foregoing (hereinafter collectively referred to as “Taxes”). During the Term, Tenant also will utilize the Premises for the Public Educational Use and as a result, it is the shared expectation and desire of Landlord and Tenant that the Premises continue to be exempt from all Taxes. In the event that the lease of the Premises by Landlord and use thereof by Tenant as contemplated by this Lease causes all or any part of the Premises to be subject to Taxes, Landlord and Tenant shall cooperate in good faith with one another as necessary to contest the assessment of Taxes against the Premises, including, without limitation, joining in any proceeding which is necessary to initiate such contest.

5.2 Tenant shall pay as Additional Rent all charges made against the Premises for gas, heat, electricity, water, sewer and all other utilities as and when due during the Term.

6. Use.

6.1 The Premises are to be used for the operation of a public school (the “Permitted Use”) and for no other purpose without Landlord’s prior written consent.

6.2 Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, “Laws”), whether such Laws (a) pertain to either or both of the Premises and Tenant’s use and occupancy thereof; (b) concern or address matters of an environmental nature; (c) require the making of any structural, unforeseen or extraordinary changes; and (d) involve a change of policy on the part of the body enacting the same, including, in all instances described in (a) through (d), but not limited to, the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*). If any license or permit is required for the conduct of Tenant’s business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any Law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof.

7. Maintenance and Repairs.

Tenant acknowledges that, with full awareness of its obligations under this Lease, Tenant has accepted the condition, state of repair and appearance of the Premises. Tenant agrees that, at its sole expense, it shall put, keep and maintain the Premises, including any Alterations (as defined in Section 8 below) and any altered, rebuilt, additional or substituted buildings, structures and other improvements thereto or thereon, in a good and safe condition, repair and appearance (collectively, the “Required Condition”) and shall make all repairs and replacements necessary therefor. Without limiting the foregoing, Tenant shall promptly make all structural and nonstructural, foreseen and unforeseen, ordinary and extraordinary changes, replacements and repairs of every kind and nature, and correct any patent or latent defects in the Premises, which may be required to put, keep and maintain the Premises in the Required Condition. Tenant will keep the Premises orderly and free and clear of rubbish. Landlord shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature to the Premises, or any part thereof, whether ordinary or extraordinary, structural or nonstructural,

foreseen or not foreseen, or to maintain the Premises or any part thereof in any way or to correct any patent or latent defect therein. Tenant hereby expressly waives any right to make repairs at the expense of Landlord which may be provided for in any law in effect at the Commencement Date or that may thereafter be enacted. As part of any maintenance and repairs

required on the Premises, Landlord may assist Tenant with the identification and selection of contractors. However, any contractors selected for work on the Premises shall be under the supervision of the Tenant or its authorized representatives and not the Landlord. Notwithstanding Landlord's assistance with any construction contracting process, all work performed and the costs associated with maintaining and repairing the Premises under this Lease shall be the sole responsibility of Tenant.

8. Alterations and Additions.

Tenant may, from time to time, at its expense, make alterations or improvements in and to the Premises (hereinafter collectively referred to as "Alterations"), provided that Tenant first obtains the written consent of Landlord, which shall not be unreasonably withheld. Before proceeding with any Alterations, Tenant shall (a) at Tenant's expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations; and (b) cause those contractors, materialmen and suppliers engaged to perform the Alterations to deliver to Landlord certificates of insurance (in a form reasonably acceptable to Landlord) evidencing policies of commercial general liability insurance (providing the same coverages as required in Section 3.4 above) and workers' compensation insurance. Tenant shall cause the Alterations to be performed in compliance with all applicable permits and Laws and requirements of public authorities. If Landlord provides its consent, then at the time Landlord so consents, Landlord shall also advise Tenant whether or not Landlord shall require that Tenant remove such Alterations at the expiration or termination of this Lease. If Landlord requires Tenant to remove the Alterations, then upon expiration or termination of this Lease such Alterations shall be removed and Tenant shall immediately make all necessary repairs to the Premises in order to return the Premises to the same condition that existed on the Commencement Date (reasonable wear and tear excepted).

9. Entry by Landlord.

Landlord and its agents shall have the right to enter the Premises at all reasonable times and upon reasonable prior notice for the purpose of inspecting the same.

10. Construction Liens.

Tenant shall pay or cause to be paid all costs for work done by Tenant or caused to be done by Tenant on the Premises of a character which will or may result in liens on Landlord's interest therein and Tenant will keep the Premises free and clear of all construction liens and other liens on account of work done for Tenant or persons claiming under it.

11. Insurance; Release; Waiver of Subrogation.

Tenant, at its sole cost and expense, will obtain and maintain at all times during the Term, the insurance policies described in this Section 11:

11.1 (a) Worker's Compensation with statutory limits and Employer's Liability with a One Million Dollar (\$1,000,000) per accident limit for bodily injury or disease; (b) Commercial General Liability insurance, including personal injury and property damage, with contractual liability endorsement, in the amount of One Million Dollars (\$1,000,000) for property damage

and One Million Dollars (\$1,000,000) per occurrence for personal injuries or deaths of persons occurring in or about the Premises; (c) Automobile Liability covering all owned, non-owned and hired vehicles with a limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (d) Property insurance against all risks of loss covering the full replacement cost (with no coinsurance penalty provision) of all of Tenant's personal property contained within the Premises.

11.2 Landlord currently maintains property insurance which covers each of the buildings owned by Landlord, including the Premises ("Landlord's Property Insurance"). During the Term of this Lease, Landlord shall continue to maintain Landlord's Property Insurance and Tenant shall be responsible for payment of the premium which is allocated to the Premises ("Tenant's Share of Landlord's Property Insurance"). Tenant shall reimburse Landlord for Tenant's Share of Landlord's Property Insurance immediately upon delivery of an invoice from Landlord. Tenant shall procure at its sole cost and expense and keep in effect during the Term hereof, property insurance in amounts sufficient to cover Tenant's business and trade fixtures, office equipment, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises.

11.3 All policies shall (i) name Landlord and such other persons or entities as Landlord may from time to time designate, as additional insureds (except for the Worker's Compensation policy, which instead shall include waiver of subrogation endorsement in favor of Landlord), (ii) be issued by an insurance company which is licensed to do business in the State of Michigan, rated A: VII or better by Best's Key Rating Guide, and (iii) provide that said insurance shall not be canceled unless then (10) days prior written notice shall have been given to Landlord. Said policies shall provide primary coverage to Landlord; when any policy issued to Landlord is similar or duplicate in coverage, Landlord's policy shall be excess over Tenant's policies.

11.4 Each party hereby releases the other party with respect to any claim (including a claim for negligence) which it might otherwise have against the other party for loss, damage or destruction with respect to its property (including the Premises) occurring during the Term to the extent to which it is insured under a policy or policies containing a waiver of subrogation or permission to release liability or naming the other party as an additional insured as provided above.

12. **Damage or Condemnation.**

It is understood and agreed that if the Premises is damaged or destroyed in whole or in part by fire or other casualty, or is taken by condemnation during the Term, provided there are sufficient insurance proceeds as determined in Landlord's reasonable discretion, Landlord will repair and restore the same to a good and tenantable condition with reasonable dispatch, and the Rent shall abate until the same shall be restored to a tenantable condition. In case the Premises shall be destroyed (or taken): (a) to the extent of more than 25% of the value thereof, (b) during the last six (6) months of the Term; (c) the restoration will take more than 90 days to complete; or (d) the insurance proceeds or condemnation award are not made available to Landlord, either Tenant or Landlord may at its option terminate the Lease upon written notice to the other.

13. Assignment and Subletting.

Tenant shall not assign this Lease or sublease the Premises without prior consent from Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

14. Default by Tenant.

14.1 Tenant shall be deemed in default (i) in the event Tenant fails to pay the Rent within ten (10) days after the date such is due, (ii) in the performance of any of the terms and provisions of this Lease, other than the payment of Rent or other charges due hereunder, if it has failed to cure the breach for nonperformance within thirty (30) days after written notice from Landlord; provided, however, if Tenant is diligently pursuing a cure, but the default cannot be cured within thirty (30) days, Tenant shall have such additional time needed to cure the default as is commercially reasonable, or (iii) in the event any proceedings under any bankruptcy law or insolvency act of for the dissolution of Tenant shall be instituted against, or by, Tenant; provided, however, if such proceeding is involuntary, Tenant shall have sixty (60) days to cure. In the event Tenant is in default hereunder beyond any applicable notice and/or cure period, then, as its sole and exclusive remedy hereunder, Landlord, its certain attorney, representatives and assigns, upon thirty (30) days' written notice to Tenant, may terminate this Lease and lawfully re-enter into and repossess the Premises at the end of Tenant's school year and remove Tenant and any other persons occupying the Premises.

14.2 If Tenant fails to pay any sum of money, other than Rent, required to be paid hereunder or fails to perform any act on its part to be performed hereunder, including without limitation the performance of all covenants pertaining to the condition and repair of the Premises, above, and such failure shall continue for a period of thirty (30) days (or a reasonable period of less than thirty (30) days when life, person or property is in jeopardy) after notice thereof by Landlord, Landlord may but shall not be required to, and without waiving or releasing Tenant from any of Tenant's obligations, make any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs, including without limitation the cost of repair, maintenance or restoration of the Premises if so performed by Landlord hereunder, shall be deemed Additional Rent and, together with interest thereon at the rate set forth in Section 22.10, from the date of payment by Landlord until the date of repayment by Tenant to Landlord, shall be payable to Landlord within five (5) days after receipt of invoice by Tenant. On default in such payment, Landlord shall have the same remedies as on default in payment of Rent. The rights and remedies granted to Landlord under this Section shall be in addition to, and not in lieu of all other remedies, if any, available to Landlord under this Lease or otherwise, and nothing herein contained shall be construed to limit such other remedies of Landlord with respect to any matters covered herein.

14.3 Each and every of the rights, remedies and benefits provided by this Lease are cumulative, and are not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law. One or more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

15. Surrender.

Upon the expiration or earlier termination of this Lease, Tenant shall promptly quit and surrender to Landlord the Premises broom clean, in good order and condition, ordinary wear and tear, maintenance and repairs to be preformed by Landlord and damage from casualty events excepted, and Tenant shall remove all of its movable furniture and other effects and such alterations, additions and improvements to the extent required by Sections 3 and 8 of this Lease.

16. Holding Over.

Should Tenant hold over after the termination of this Lease, Tenant shall become a Tenant from month to month only upon each and all of the terms herein provided and any such holding over shall not constitute an extension of this Lease. Tenant shall not be liable to Landlord for consequential damages as a result of such a hold over.

17. Signage.

Tenant shall have the right to install signs identifying within the Premises and outside of the Premises so long as such signs are in accordance with the applicable Laws.

18. Environmental.

Tenant shall not cause or permit the Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601(14), hazardous wastes as defined in Section 1004(5) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6903(5) and implementing regulations, hazardous wastes as defined in the Michigan Hazardous Waste Management Act, as amended, MCL §299.501 et. seq., gasoline, petroleum, petroleum products and any substances defined as hazardous or toxic substances in any Environmental Laws, or extremely hazardous substances as defined in the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11001 et. seq. (hereinafter collectively referred to as "Hazardous Substances"), except for Permitted Hazardous Substances. The term "Permitted Hazardous Substances" shall mean and be limited to those Hazardous Substances necessary for the cleaning and maintenance of the Premises, which satisfy the following requirements: (i) the Hazardous Substances are necessary for the operation of Tenant's business from the Premises, and (ii) the Hazardous Substances are used, handled, stored, maintained and transported in full compliance with all Environmental Laws. Environmental Laws mean any applicable federal, state, county or local statutes, laws, regulations, rules, directives, ordinances, operating memoranda, or codes relating to environmental matters, including by way of illustration and not by way of limitation, the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource, Conservation and Recovery Act of 1976, the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, the Superfund Amendment and Reauthorization Act of 1986, the Federal Hazardous Materials Transportation Act, the Toxic Substance Control Act, the State of Michigan Hazardous Waste Management Act, the State of Michigan Natural Resources and Environmental Protection Act, the State of Michigan Water Pollution Control Act, the State of Michigan Solid Waste Disposal Act, and any amendments or

extensions thereof, any replacement laws, statutes and ordinances and any rules, regulations, standards or guidelines issued pursuant to any of the aforesaid and all other applicable environmental standards or requirements. Notwithstanding anything to the contrary in this Lease, Tenant shall have no liability or obligation for the cost of investigating, clean up, removing, remediating, resolving, or otherwise dealing with, any Hazardous Substances located in, on or under the Premises prior to the date that Tenant first occupies the Premises.

19. Limited Transaction.

Landlord and Tenant acknowledge that this transaction contemplates only the lease of the Premises. Landlord and Tenant do not intend that Tenant be deemed a successor of Landlord with respect to any liabilities of Landlord to any third party. Tenant shall neither assume nor be liable for any of the debts, liabilities, taxes or obligations of, or claims against, Landlord, or of any other person or entity, of any kind or nature, whether existing now, or at any time thereafter. All of such debts, liabilities, taxes, obligations and claims shall be solely those of Landlord, and Landlord hereby represents, warrants, covenants and agrees to hold harmless Tenant from any liability (including reasonable attorneys' fees) with respect thereto. The debts, liabilities, taxes, obligations and claims for which Landlord alone is liable shall include, without limitation (a) all payments and benefits to past and/or present employees of Landlord in connection with the business being conducted on or from the Premises as may have accrued through the Commencement Date (including salaries, wages, commissions, bonuses, vacation pay, health and welfare contributions, pensions, profit sharing, severance or termination pay, or any other form of compensation or fringe benefit) and (b) obligations of Landlord with respect to any Hazardous Substances located on, under, over or in the Premises.

20. Memorandum of Lease.

At the election of either party, Landlord and Tenant shall execute a memorandum of this Lease to be recorded in the Wayne County records.

21. Notices.

Except as specifically provided otherwise in this Lease, any notices or demands required under this Lease shall be in writing addressed to the party at the address set forth below or such changed address provided in writing by such party and served as follows: (a) by personal service with service being effective upon delivery, or (b) by certified mail, return receipt requested, with service being effective two (2) days after mailing, or (c) by telecopy, facsimile or other form of telecommunication, with service being effective upon the date of transmission with reasonable evidence that the transmission was sent, or (d) by recognized overnight courier service, with service being effective one (1) day after delivery to such courier service.

If to Tenant: Board President
 45 E. Buena Vista Street
 Highland Park, Michigan 48203

With a copy to

If to Landlord:

With a copy to:

22. **Miscellaneous.**

22.1 If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby.

22.2 Except as herein specifically set forth, all terms, conditions and covenants to be observed and performed by the parties hereto shall be applicable to and binding upon their respective heirs, administrators, executors and assigns. The terms, conditions and covenants hereof shall also be considered to be covenants running with the land.

22.3 Time is of the essence hereof.

22.4 This Lease shall be governed by and construed in accordance with the laws of the State of Michigan.

22.5 This Lease, together with the Exhibits attached hereto, contains the entire agreement of the parties with respect to the use and occupancy of the Premises and may not be amended or modified in any manner except by an instrument in writing signed by both parties.

22.6 Employer Functions. The Tenant shall function as the public employer of any personnel or staff of the Tenant needed for the exercise of functions or responsibilities of the Tenant under this Lease. Collective bargaining agreements, if any, with any employees of the Tenant shall be the responsibility of the Tenant. The Landlord shall function as the public employer of any personnel or staff of the Landlord needed for the exercise of function or responsibilities of Landlord under this Lease. Collective bargaining agreements, if any, with any employees of the Landlord shall remain the responsibility of the Landlord. For purposes of this Lease, Promise Schools, Inc. shall be the Tenant's educational service provider ("Educational Service Provider"). The Educational Service Provider shall function as the employer of any personnel or staff of the Educational Service Provider. Collective bargaining agreements, if any, with employees of the Educational Service Provider shall remain the responsibility of the Educational Service Provider. The Tenant has the responsibility, authority, and right to manage and direct the functions, responsibilities, or services performed or exercised by the Tenant or any

employees or agents of the Tenant. The Landlord has the responsibility, authority, and right to manage and direct the functions, responsibilities, or services performed or exercised by the Landlord or any employees or agents of the Landlord. The Educational Service Provider has the responsibility, authority, and right to manage and direct the functions, responsibilities, or services performed or exercised by the Educational Service Provider or any employees or agents of the Educational Service Provider, consistent with the requirements of this Lease.

Section 22.7. Employment Relationships. Nothing in this Lease creates an employment relationship between the Tenant and any employees of the Landlord or employees of the Educational Service Provider. Nothing in this Lease creates an employment relationship between the Landlord and any employees of the Tenant or employees of the Educational Service Provider. Nothing in this Lease creates an employment relationship between the Educational Service Provider and any employees of the Tenant or any employees of the Landlord. Nothing in this Lease creates a joint employer relationship between two (2) or more of the following: the Tenant, the Landlord, or the Educational Service Provider.

Section 22.8. Non-Liability. The Landlord, and none Landlord's respective board members, officers, agents and employees shall be liable to Tenant for any loss, injury, or damage, to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss. Further, the Landlord, and none of Landlord's respective board members, officers, agents and employees shall be liable to Tenant (a) for any damage caused by other persons in, upon or about the Premises, or caused by operations in construction of any public or quasi-public work; (b) with respect to matters for which Landlord is liable, for consequential or indirect damages purportedly arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant; (c) for any defect in the Premises; (d) for injury or damage to person or property caused by fire, or theft, or resulting from the operation of heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Premises, or from the pipes, appliances or plumbing work of the same.

Section 22.9. Tenant Indemnification. Except for the Landlord's gross negligence, sole negligence or willful misconduct, Tenant hereby indemnifies, defends, and holds Landlord, and Landlord's board members, officers, agents and employees (collectively, "**Landlord Indemnified Parties**") harmless from and against any and all Losses (defined below) arising from or in connection with any or all of: (a) the conduct or management of the Premises or any business therein, or any work or Alterations done, or any condition created by any or all of Tenant and Tenant's Parties in or about the Premises during the Term or during the period of time, if any, prior to the Commencement Date that Tenant has possession of, or is given access to the Premises; (b) any act, omission or negligence of any or all of Tenant and Tenant's Parties; (c) any accident, injury or damage whatsoever occurring in, at or upon the Premises and caused by any or all of Tenant and Tenant's Parties; (d) any breach by Tenant of any or all of its warranties, representations and covenants under this Lease; (e) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (f) the creation or existence of any Hazardous Materials in, at, on or under the Premises, if and to the extent brought to the Premises or caused by Tenant or any party within Tenant's control; and (g) any violation or alleged violation by any or all of

Tenant and Tenant's Parties of any Law (collectively, "**Tenant's Indemnified Matters**"). In case any action or proceeding is brought against any or all of Landlord and the Landlord Indemnified Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from any or all of Landlord, shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Landlord. The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, losses of every kind and nature, suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' reasonable fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this Section 22.9 shall survive the expiration or termination of this Lease.

22.10. Late Charge. In the event any monthly installment of Base Rent or Additional Rent, or both, is not paid within five (5) days of the date when due, a late charge in an amount equal to five percent (5%) of the then delinquent installment of Base Rent and/or Additional Rent (the "**Late Charge**"; the Late Charge, Base Rent and Additional Rent shall collectively be referred to as "**Rent**"), shall be paid by Tenant to Landlord, at Landlord's address identified above, or pursuant to such other directions as Landlord shall designate in this Lease or otherwise in writing.

22.11 Landlord's Sinking Fund. Landlord has established a sinking fund under Section 1212 of the Revised School Code, 1976 PA 451, MCL 380.1212 ("Sinking Fund") and levies as tax under Section 1212 of the Code for the purpose of creating a sinking fund to be used for the purchase of real estate for sites for, and the construction or repair of school buildings. While this Lease remains in effect, Landlord may make available to the Tenant available balances in the Sinking Fund as the Tenant may request. Any money transferred from the Sinking Fund to the Tenant shall be segregated from other funds of the Tenant and shall be used by the Tenant only for the construction or repair of the Premises. The amount of tax proceeds made available to the Tenant from the Sinking Fund in any calendar year will be reduced by the amount of uncollected delinquent taxes levied by the Landlord for the purpose of creating a sinking fund that the Wayne County Treasurer recovers in that calendar year from the Landlord under Section 87b of The General Property Tax Act, 1893 PA 206, MCL 211.87b. The Sinking Fund, including any money transferred from the Sinking Fund to the Tenant, remains subject to the requirements of Section 1212 of the Code.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK

By: _____
Name: _____
Its: _____

TENANT:

HIGHLAND PARK PUBLIC SCHOOL ACADEMY SYSTEM

By: _____
Name: _____
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

CONTRACT 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 Goals and Programs. The educational goals and programs of the Academy are set forth in Section b of this Schedule.
- Section c. Curriculum. The curriculum of the Academy is set forth in Section c of this Schedule.
- Section d. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section d of this Schedule.
- Section e. Application and Enrollment of Students. The application and enrollment of students' criteria of the Academy are set forth in Section e of this Schedule.
- Section f. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section f of this Schedule.
- Section g. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section g of this Schedule.
- Section h. Annual Compliance Requirements. The annual compliance requirements for the Academy are set forth in section h of this schedule.

SECTION A
GOVERNANCE STRUCTURE

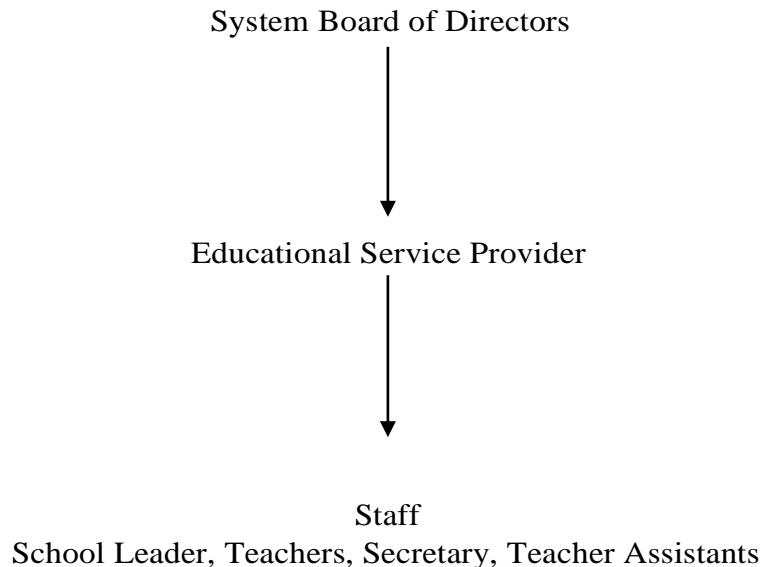
Governance Structure

Highland Park Public School Academy System

The District Board shall appoint the Board of Directors of the Highland Park Public School Academy System ("System Board"). The System Board has all the powers and duties permitted by law to manage the business, property and affairs of the System. The System Board is responsible for assuring that the System operates according to the terms and conditions of the Contract and the applicable laws. The Bylaws of the System Board further describe the System Board's governance structure.

The Highland Park Public School Academy System ("System") is incorporated as a non-stock, directorship nonprofit corporation. The District Board establishes the initial number of board members to be three (3). The System Board shall have at least three (3), but no more than nine (9) members, as determined from time to time by the District Board. The District Board shall select the members of the System Board according to the terms and conditions set forth by the District Board. The names of the initial System Board members and their terms of office are contained in the Resolution. The selection of subsequent System Board members will be administered according to the Resolution.

The System Board shall manage the business, property, and affairs of the System. The System Board shall set all educational, fiscal, and administrative policies for the System. A copy of the System's organizational chart is set forth below.



The System Board currently consists of three (7) members. The District Board appointed each of the following individuals as System Board members. The term of office for each individual was decided by resolution of the System Board.

Nominations and appointments of subsequent System Board members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Resolution. The current System Board members are as follows:

Mr. Justin Petty	2019 – 2022 (3 Years)
Ms. Doris Harris	2019 – 2022 (3 Years)
Ms. Cassandra Walker	2019 – 2022 (3 Years)
Mr. Gregory J. Johnson	2019 – 2021 (2 Years)
(Vacant)	2019 – 2021 (2 Years)
Mr. Don. Benjamin Estill	2019 – 2021 (1 Years)
Mr. Jason Patton	2019 – 2021 (1 Years)

SECTION B

EDUCATIONAL GOALS AND PROGRAMS

Educational Goals and Programs

Highland Park Public School Academy System

EDUCATIONAL GOALS AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Section 6.2, the Highland Park Public School Academy System ("System") shall pursue the educational goal of preparing all students academically for success in college, work and life. Upon request, the System shall provide the District with a written report, along with supporting data, demonstrating improved academic achievement for all groups of students and measurable progress toward the achievement of the educational goal. This report shall also include how the System is assessing student literacy and providing the special assistance necessary to help all students bring their reading skills to grade level. For students that fail to score satisfactorily on the Reading portion of the 4th or 7th grade M-STEP, this special assistance must also include a plan for helping these students bring their reading skills to grade level within 12 months.

It is expected that the System will meet the State of Michigan's accreditation standards and any improvement targets required to be achieved pursuant to state and federal law. The System is also expected to remain off the Priority and Focus school lists published by the Michigan Department of Education. If the System already has school buildings identified on these lists, it is expected to make the progress necessary for them to no longer be identified.

Educational Goal to Be Achieved

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

Process and Measures for Determining Academic Growth and Achievement

To determine whether the System is demonstrating measurable progress in preparing all students academically for success in college, work and life, the District will annually assess student growth and achievement. The System will properly administer the tests detailed under each of the following metrics in accordance with the testing windows detailed in the System's Master Calendar of Reporting Requirements.

Each year, within 30 days after receiving the student test results from the fall testing window, the System and the District, will meet to do the following:

1. Establish the academic baseline for each grade and/or grouping level based on student test results from the fall testing windows.
2. Using these academic baselines, determine the academic *growth* targets each grade and/or grouping level should be expected to make over the course of the school year.
3. Using these growth expectations, establish the academic *achievement* targets the Academy will be measured against for each grade and/or grouping level using student test results from the spring testing windows.

As part of this process, the System and the District will also consider the degree to which the System’s students are progressing toward the college readiness achievement targets identified in this schedule. The District may engage the Michigan Department of Education or other professional assistance as needed to establish these annual academic growth and achievement targets.

In addition, the System and the District will use the following chart of Grades, Metrics and targets to annually assess the System’s progress in improving academic progress in improving the academic achievement for all grades and groupings of students in grades K – 12.

Grades	Metrics	Targets
K – 8th	Students’ English/language arts, mathematics, social studies and science scaled scores on a formal local benchmark assessment. (i.e. MAP-NWEA, Performance Series by Scantron, or ANet).	Students’ quarterly academic progress will meet the growth and achievement targets established annually by the System and the District.
K – 7th	Students’ mathematics, English/language arts, social studies and science subject scores on the M-STEP state assessment.	The System will not have any school buildings identified on the Priority or Focus lists published by the Michigan Department of Education.
8th	Students’ reading/English language arts, mathematics, social studies and science subject scaled scores on a formal local benchmark assessment. (i.e. MAP-NWEA, Performance Series by Scantron, or ANet).	Students’ quarterly academic progress will meet the growth and achievement targets established annually by the System and the District.
8th – 9th	Students’ Social Studies and Science subject scores on the M-STEP state assessment.	The System will not have any school buildings identified on the Priority or Focus lists published by the Michigan Department of Education.
8th – 9th	Students’ reading and writing and mathematics subject scores on the PSAT 8/9.	Students’ fall to spring academic progress will meet the growth and achievement targets established by the Grade-Level Benchmarks and national established by the SAT.
10th	Students’ reading and writing and mathematics subject scores on the PSAT 10.	Students’ fall to spring academic progress will meet the growth and achievement targets established by the Grade-Level Benchmarks and national established by the SAT.
11th – 12th	Students’ reading and writing and mathematics subject scores on the SAT.	Students’ fall to spring academic progress will meet the growth and achievement targets established by the Grade-Level Benchmarks and national established by the SAT.

College Readiness Achievement Targets (Grades K – 8)

Readiness targets in reading, writing, social studies and science vary based on the specific benchmark assessment conducted. Students' quarterly academic progress will be determined by the selected assessment grade level growth and achievement targets based on the selected local benchmark assessment. Targets will be established annually by the System and the District.

College Readiness Targets (Grades 8-12)

Grade/Test	Reading and Writing	Math	Total
8th – PSAT 8/9	390	430	820+
9th – PSAT 8/9	410	450	860+
10th – PSAT 10	430	480	910+
11th – SAT	460	510	970+
12th – SAT	480	530	1010+

EDUCATIONAL PROGRAM

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

Mission

The mission of the Highland Park Public School Academy System ("System") is to provide a stimulating and supportive learning environment that empowers students to achieve their greatest potential and to become productive, responsible citizens.

Vision

The founders of the System envision a school and overall learning environment where students are given the best possible chance to make a difference in their lives, their families and their communities. The System is a place where students are immersed in learning and growth opportunities using best practice instructional approaches and provided with unique motivational experiences. An expectation that all students can achieve academic excellence will form the foundation of structured teaching and learning at the System.

Our graduates experience **Success** and are academically prepared to take advantage of opportunities in a changing society. They are innovative leaders in their fields, healthy individuals and community advocates who make a positive difference in the world.

Our parents experience a sense of **Pride** as a result of the progress and success of their children. As highly respected partners in the educational process, parents work cooperatively with school personnel to establish goals, support their child's continual learning and pursuit of college and/or career goals.

Our staff experiences a sense of **Accomplishment** and is held in high esteem. Staff work collaboratively, are highly qualified, innovative, effective, and committed to the success of all students. The System staff are positive youth role models.

Our community views the System as a **Model** for other schools and organizations. The System is innovative in its thinking and program offerings and is committed to quality education for all students. The community readily partners with the System to empower students and strengthen the community.

Values

The System establishes:

A positive school climate and culture for all students, staff, and stakeholders cultivated through emphasizing core values, embracing leadership and personal responsibilities, caring about oneself as well as one's family and the broader community, a global perspective toward issues, and a balanced lifestyle of mind, body and spirit.

A school culture that celebrates learning and intellectual curiosity in a safe, secure environment that respects each student's right to learn.

A variety of adult role models that exemplify the values, ideals and work ethic that contributes to academic success and good citizenship.

A set of values, norms and behaviors that become part of each student's personal experience and give rise to a strong commitment to community service and caring for one another.

Programs, activities and wrap-around services provide students with the skills and confidence necessary for success in college, work and life. Technology tools and resources are integrated and immersed throughout the environment and across all facets of the System in order to: 1) enhance teaching and learning, 2) facilitate communication among and between all stakeholders, 3) support data-driven decision making, 4) maximize accountability for educational and financial outcomes, and 5) enable the organization overall to remain competitive in the fast-paced, ever-evolving information society.

Students attending the System will:

- acquire an enduring love for learning;
- engage in innovative learning activities;
- demonstrate an understanding of ethical principles;
- exhibit good citizenship and leadership skills;
- participate in community service projects; and
- commit to health and wellness.

Educational Program fulfills the school's mission, vision and values

The System will provide an appropriate educational program and learning environment which will effectively meet the educational needs of its students and citizens and help its students accomplish educational goals which are:

1. significant;
2. durable; and
3. transferable.

A significant educational goal is one in which the knowledge, skills, and/or attitudes that are acquired will affect how a person will live his/her life.

A durable educational goal is one in which the knowledge, skills, and/or attitudes that are acquired will be useful for much, if not all, of a person's lifetime.

A transferable educational goal is one in which the knowledge, skills, and/or attitudes that are acquired can be applied directly to another educational program, to the world of work, and/or to one's personal life.

To support the mission, vision, and values, the System has selected three guiding principles. The principles, academic excellence, health and wellness, and global citizenship, serve as the foundation for curricular development, instructional programs, and activities for the school. The principles also address many of the 21st Century skills and interdisciplinary themes necessary for success.

Academic Excellence. The System promotes, encourages, and supports academic excellence. Teachers utilize a "blended learning" approach to teach several content areas. This approach provides increased opportunities for individualized instruction to assist students with mastering a determined body of knowledge within the state required core curricula and acquire the skills necessary to successfully graduate from twelfth grade. The System's curricular programs and resources assist in the development of academically accomplished young men and women who are confident in their abilities, innovative in their thinking, and ethical individuals who are active members of their community. In addition, the System's academic programs provide learning experiences to guide students in becoming voracious readers, effective oral and written communicators, creative and analytical thinkers, and proficient with technology. Students also apply mathematical and scientific principles and appreciate and value artistic expression.

The System recognizes that learning differences exist within its student population and work within its mission and resources to determine the best strategies for developing individual students' potential. As the student population may include students who are performing significantly below grade level, the System establishes goals for students to make sufficient growth annually so that they can achieve the targets identified in Schedule 7b of the Charter Contract.

Health and Wellness. The System also believes in participation in comprehensive health, wellness, and physical education programs that foster self-discovery, creativity, responsibility, teamwork, respect for others, leadership, and a positive sense of accomplishment. Students develop a strong lifelong commitment to personal responsibility for their health and wellness. These efforts will be further developed through partnerships with other organizations to provide on-going health screenings, informational material, and classes on healthy strategies to implement at school and home. Health and wellness activities also include daily physical activities scheduled at the school.

Global Citizenship. The System is committed to working with students to acquire an appreciation of world cultures, diversity, foreign language and global inter-connectedness.

Partnerships are established with several organizations to increase student awareness of global issues, cultivate respect and appreciation for diversity, help students understand the connections between local actions and experiences and what is happening in the rest of the world and prepare students for 21st century careers. The main goal is for students to leave the System as well-educated, responsible, compassionate citizens who make a positive difference in the world.

Wraparound Services

The System provides a wide range of wraparound programming to its students through various community organizations. By partnering with the community, the System empowers youth and families to reach their maximum potential by setting high standards, providing holistic experiences, and establishing supportive connections.

Common elements of all initiatives include: 1) exposure to a number of positive adult role models, 2) opportunities to build positive friendships, 3) opportunities to plan, to lead and to articulate points of view, 4) involvement of parents to increase their capacity for self and family development, and 5) delivery of programs through goal and team based activities that foster learning and enhance creative, critical thinking.

The System's wraparound services focus on three core areas: career and college preparation, community service, and academic enrichment. Programs are primarily offered during non-school hours including before and after-school, on the weekends, and during the summer.

Meeting State/National Standards

The use of the Curriculum Crafter Tool® as the core curriculum framework ensures continuous updates are made to align the curriculum to the Michigan Curriculum Framework ("MCF"), Michigan Merit Curriculum ("MMC") and the Common Core State Standards ("CCSS"). The System will review curriculum mapping and pacing guides from the Highland Park Public School District, and make any necessary adjustments prior to school opening. The curriculum maps and pacing guides will be revised and updated each year to provide continuous improvement to instruction. The System uses these tools to refine instruction and to help students meet learning objectives.

The System uses curriculum specialists and master teachers to help evaluate the effectiveness of the curriculum. Staff review curriculum maps against student data, and conduct periodic alignment checks of teaching and learning activities to further monitor curriculum effectiveness. Objective data, including standardized test results, are used to identify any curriculum areas that may need revision due to misalignment with the standards or ineffectiveness in teaching students essential skills.

Research-based instructional methodologies and instructional strategies

Robust Curriculum. System students are presented with carefully designed curricula that leads to the mastery of long-term objectives as experienced within a holistic and balanced lifestyle in mind, body and spirit. The pre, primary and middle school curricula are specifically designed to

prepare students for more rigorous study at the secondary level. Overall, the System's curricular approach is to prepare students for college and careers, as well as to prepare students for productive lives.

The core curriculum for grades kindergarten through Grade 12 is the embedded, fully-aligned curriculum contained within the Curriculum Crafter Tool ("tool"). The embedded instructional units are aligned to Michigan GLCEs and HSCEs as well as the CCSS for ELA and math. The units were created utilizing quality instructional design based on 21st century skills, project-based learning and the Universal Design for Learning model. The tool is updated on a regular basis to adapt to state curricular revisions. The tool also allows for ongoing development, in conjunction with the Curriculum Review and Development Cycle, to create specialized units that align with school-specific programs related to character education, leadership, STEM or other school-based initiatives.

The leadership team utilizes the following criteria when selecting curriculum materials and when designing teaching and learning activities:

- **Standards-based** - Identification of curricular programs that are research-based, peer reviewed, and fully aligned with state and national standards.
- **Differentiation** - Multiple learning resources, strategies, and activities are employed to meet the needs and interests of each child to assure success for students below, at, or above grade level.
- **Engaging** - The curriculum allows for customization through projects which capture students' interests and pique their curiosities. Inquiry-based strategies are integrated for all content areas in which students conduct investigations to reach conclusions or "prove" their answers.
- **Rigorous** - Development and implementation of research-based curriculum and innovative learning systems that help students acquire the skills necessary to achieve state standards and challenge students to excel beyond grade level expectations.
- **Relevant** - Provides engaging learning experiences that involve students in complex, real-world projects through which they develop and apply skills and knowledge learned in each content area.
- **Technology-Rich** - Uses blended learning activities that allow students to utilize technology and multi-media tools to support and enhance the application of core academic content. Activities also ensure that students become producers and creators of technology, not just consumers.
- **Assessment** - Assessments are designed to help guide classroom instruction and evaluate student progress.

Using the aforementioned criteria ensures not only an engaging curriculum but also one that is rigorous enough to prepare all students academically for success in college, work and life.

Blended Learning. The System implements a "blended learning" approach for teaching reading, math and science content. Blended learning combines teacher instruction with individualized online learning to enhance and extend the classroom experience. "Online learning offers the advantage of personalization, allowing individualized attention and support when students need it most" (Promising Practices, iNACOL, 2008). In addition, students may engage in online learning activities as a means to implement differentiated instruction. Teachers, paraprofessionals, and tutors are available during the online component to assist students one-on-one and in small groups, as necessary.

This approach provides on-going assessments that are actionable insights into each student's strengths and challenges. The use of technology with blended learning allows students to work at their own pace and receive frequent and timely feedback on their performance which provides a higher quality learning experience (Horn & Staker, 2011).

Differentiation. Each student brings different learning styles, interests, and levels of skill to school. Learning activities are differentiated to fit the needs and interests of each child to assure success for all learners. At its most basic level, differentiation consists of the efforts of teachers to respond to variance among learners in the classroom. Whenever a teacher reaches out to an individual or small group to vary his or her teaching to create the best learning experience possible, that teacher is differentiating instruction (Tomlinson, 2001).

Powerful learning occurs when students do work that is personally meaningful to them, fun, real-world oriented, and provides immediate feedback on performance. Research supports that differentiated assignments give students the opportunity to be successful while completing a leveled task. It also allows teachers to focus on essential skills in each content area, be responsive to individual differences, incorporate assessment into instruction, and provide students with multiple avenues to learning (Tomlinson, 1999).

Literacy Strategies. In language arts, an extended reading block is implemented at all grade levels. During the reading block, teachers use a balanced literacy approach and may utilize a reader's and writer's workshop model. Teachers implement a variety of teaching strategies including whole group, small group, and individualized support to meet the needs of students at, below, or above grade level. Data is utilized to determine appropriate teaching and learning approaches.

Balanced literacy research provides that when various modalities of literacy instruction are used, the teacher can implement a well-planned comprehensive literacy program. This reflects a gradual release of control, whereby centrality and responsibility is gradually shifted from the teacher to the students (Fountas & Pinnell, 2001).

Technology-Based Learning. In a study commissioned by the Software and Information Industry Association (Sivin-Kachala and Bialo, 2000), 311 research studies on the effectiveness of technology on student achievement were reviewed. The findings revealed positive and consistent patterns when students were engaged in technology-rich environments, including significant

gains and achievement in all subject areas, increased achievement in preschool through high school for both regular and special needs students, and improved attitudes toward learning and increased self-esteem (North Central Educational Research Laboratory "NCREL").

The System intends to integrate and incorporate technology across all facets of the organization, including during blended learning activities, in order to assist students in developing those skill sets deemed essential for achieving Information and Communication Technology ("ICT") Literacy. According to Kay and Honey (2005), the six arenas critical to students' success in the workplace are: 1) Communicate Effectively, 2) Analyze and Interpret Data, 3) Understand Computational Modeling, 4) Manage and Prioritize Tasks, 5) Engage in Problem Solving, and 6) Ensure Security and Safety.

Assessment

The System's academic assessment program is more fully described in Schedule 7d, and is designed to align to classroom instruction. For all grades, classroom assessments include, but are not limited to, state mandated assessments, PLAN/EXPLORE, Scantron Performance Series, subject area common assessments and classroom-based tests, quizzes, projects, and performances. Formative assessments created by the teachers are given throughout the course to assess essential learning skills and adjust instruction as needed. Summative assessment takes place at the end of the course or units of study to determine mastery of skills.

As students enroll in the System, baseline data is collected for each student. In cases where new students do not bring up-to-date records with appropriate benchmark data, they will take a math and reading assessment that is utilized to adequately prepare strategies and programs to address the needs of all students. Baseline data collected during this time aids in selecting additional professional development topics, curricula, supplementary resources and class structures. Data is utilized to individualize instruction, to maximize student achievement, and is shared with students and parents during conferences as a means for helping students develop a realistic self appraisal method and to set goals for improvement.

Curriculum Flexibility

To address the needs of all learners, the System provides special education services, a variety of instructional best practices (e.g., Response to Intervention), and independent study projects.

When making educational placement decisions for students with disabilities, the System will ensure that parents are contributing members of the IEP team and together the team is making decisions that are subject to requirements regarding provision of the least restrictive environment. If a child with a current Individualized Educational Program ("IEP") enrolls in the System, the System will review and evaluate the IEP, then implement the existing IEP to the extent possible, or will provide an interim IEP agreed to by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the Individuals with Disabilities Educational Improvement Act ("IDEA") and state law and regulations.

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

1. The System is responsible for providing a free appropriate public education to children with disabilities enrolled in the System that have been determined through an IEP to require Special Education programs and services.
2. The System will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that children who have already been identified are re-evaluated by the multidisciplinary team at an appropriate time not more than two years after the initial evaluation.
3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the System will ensure that the IEP is fully implemented in accordance with IDEA, and reviewed on an annual basis or more frequently as determined by the IEP team.

The System contracts as needed and as determined by enrollment with specialized outside service providers who are experts in providing such services to charter schools in Michigan. In addition, the System employs teachers as needed, through its Educational Service Provider or other contractual arrangements, who possess certification in special education areas, as well as dual or multiple certifications across disciplines.

The System employs a "least restrictive environment" approach, and makes use of a special education resource room as a way to support the individual needs of each student requiring special education services. Further, the System participates in all Muskegon Area ISD programs and support services, including those for which it may obtain additional funding to support special education services to students.

All Learners. In addition to the assessments given to students, the school implements the Response to Intervention ("RTI") process which takes an in-depth look at each student individually and integrates interventions or supplemental aids into the learning process as needed. Each classroom teacher completes a tier analysis to determine whether or not the student's needs require supplements beyond grade level adaptations. The RTI team discusses specific student issues and develops interventions to be monitored over a 9-12-week timeframe.

Learning centers and blended learning strategies are implemented to differentiate the type of instruction provided and to ensure that each learning style is met. Data is utilized to determine the centers/small groups which review and enhance skills covered in previous lessons.

High Achievers. The adaptations and modifications provided for students with higher achieving capacity vary by teacher and consist of a variety of activities including 1) independent projects of study which are supported by Common Core, HSCEs and technology integration, 2) software programs which address concepts up to the high school level, and 3) math and reading centers - students work on advanced concepts and are part of higher reading groups.

Below Grade Level. Students who enter and continue to perform below grade level receive additional support through a variety of activities including 1) the RTI program, 2) small group and independent tutoring provided by specialty staff, paraprofessionals or volunteers, 3) pairing and peer tutoring, 4) reading and math centers, 5) after school tutoring with teacher or other adult and, 6) other modifications or accommodations as necessary.

English Language Learners. The System will employ research-based methods to address the needs of English Language Learners. This may include a combination of bilingual and sheltered instructional strategies, as well as push in or pull out support for all content areas. Specific needs of English Language Learners may be identified and addressed through the System's RTI process, in order to ensure each individual's success.

Educational Development Plan ("EDP"). System students create an EDP in seventh grade. The EDP is utilized as a secondary planning tool to direct the student's educational plan and career path. The plan may include personal information, assessment results, an action plan that identifies a career pathway, career awareness or exploration activities, and long-term student planning goals to support graduation requirements as well as post-secondary enrollment options. The plan may also identify resources and additional supports available to students to ensure their success.

Program Evaluation

The curriculum is evaluated in a continuous fashion following a one to seven year Curriculum Review and Development Cycle. This cycle includes conducting a needs assessment and program review. Full review of courses according to the cycle, formative and summative assessments, as well as instructional strategies are part of continuous improvement. Teachers meet regularly in teams to analyze data from the various assessment sources and create strategies based on results to help students achieve proficiency. Staff will learn as a team which areas of the curriculum seem to be more challenging to teach (for teachers) and to master (for students) at proficient levels. The team evaluates the strategies and methods used to teach the curriculum when proficiency targets are continually missed. Correspondingly, changes in teaching and learning strategies are explored and subsequently evaluated for effectiveness, until virtually all students are performing at proficient levels, especially in core academic subjects. The Curriculum Crafter Tool provides opportunities for review and revision of curriculum maps, as well as addition of or changes to standards including the Common Core State Standards.

Staff are required to conduct bi-weekly one-on-one meetings with students to discuss student progress, review data, differentiate lessons, and set goals. Research suggests that adolescent academic outcomes can improve when several educators across all areas of study share responsibility for individual students' academic growth (Deshler et al., 2001). Therefore, in addition to student meetings, staff meet in small professional learning communities ("PLCs") on a weekly basis to discuss curriculum and methods for improving student performance for each content area. Within the PLCs, team members provide feedback and collectively engage in reflection on planning, implementation, delivery of instruction, and student performance.

Staff are trained in three areas: frequency and types of data to collect, how to analyze data, and methods for modifying curricula and instruction on a daily basis. As part of the professional learning community, staff members will consistently meet with grade teams to discuss several data points and students' progress towards meeting grade level expectations.

Staff evaluations are conducted on an on-going basis in accordance with the Framework for Michigan Educator Evaluations under the New School Reform Law 2009, PA Section 1249. Evaluations may include the creation of individualized development plans for staff to address specific professional development needs.

School Improvement

An Academic and Educational Plan for the System shall be based on the Common Core State Standards, address the diverse needs of all students, employ multiple instructional strategies, and utilize multiple measures of student progress including the statewide assessments.

The System will take a critical look at their data and current school improvement plan(s) to ensure that there is a tight alignment between the curriculum and the needs of students. If necessary, school improvement plan goals and strategies will be revised to tighten the alignment and ensure implementation fidelity. Checks and balances will be employed as follows:

Data Work. Using a school log-in for Data4SS on the mischooldata.org website, schools will access their trend data in the core content areas, disaggregated by subgroup. Using the School Data Profile (SPP), the school team will dialogue about the data as outlined in the SPP. Any available district level, school level or classroom level data related to the core content areas should also be analyzed. Strengths and challenges will be identified.

School Improvement Plan. For any content area in which the school's scores are below the state average, the Goals Management sections from the School Improvement Plans housed on the AdvancEd website will be pulled and compared to the information on strengths and challenges identified by the data analysis. If there is not alignment between the data and Goals Management, Goals Management will be revised. Activities in Goals Management will be increased in order to include:

- Monitoring and evaluating of the implementation of the strategy;
- Professional learning related to the strategy;
- Parent activities connected to the strategy;
- Purchase of any educational materials connected to implementation of the strategy;
- Activities to support at-risk students;
- Technology used for implementation of the strategy; and
- How data documentation of the impact of the strategy will be collected.

District Improvement Plan. System staff at the District level will review all of the School Improvement Plans and compare the Goals Management section of their PSA Improvement Plans to these. If there is not alignment between the actions of the school and the PSA's Goals Management sections, these sections will be revised to reflect District level support of the buildings' initiatives.

SECTION C
CURRICULUM

Curriculum

Highland Park Public School Academy System

Pursuant to Applicable Law and Terms and Conditions of this Contract, including Section 6.4, the Highland Park School Academy System (“System”) shall implement, deliver and support the curriculum identified in this schedule.

Elementary (K – 8th Grade)

Curriculum Crafter: www.CurriculumCrafter.org

High School (9th – 12th Grade)

Curriculum Crafter: www.CurriculumCrafter.org

Michigan Merit Curriculum Requirements:

https://www.michigan.gov/documents/mde/Complete_MMC_FAQ_August_2014_467323_7.pdf

ENGLISH LANGUAGE ARTS (ELA) – 4 Credits

- Proficiency in State Content Standards for ELA (4 credits)

MATHEMATICS – 4 Credits

- Proficiency in State Content Standards for Mathematics (3 credits); and
- Proficiency in district approved 4th Mathematics credit options (1 credit) (Student MUST have a Math experience in their final year of high school.)

ONLINE LEARNING EXPERIENCE

- Course, Learning, or Integrated Learning Experience.

PHYSICAL EDUCATION & HEALTH – 1 Credit

- Proficiency in State Content Standards for Physical Education and Health (1 credit); or
- Proficiency with State Content Standards for Health (1/2 credit) and district approved extracurricular activities involving physical activities (1/2 credit).

SCIENCE – 3 Credits

- Proficiency in State Content Standards for Science (3 credits); or
- Beginning with the Class of 2015: Proficiency in some State Content Standards for Science (2 credits) and completion of a Department approved formal Career and Technical Education (CTE) program (1 credit).

SOCIAL STUDIES – 3 Credits

- Proficiency in State Content Standards for Social Studies (3 credits).

VISUAL, PERFORMING, AND APPLIED ARTS – 1 Credit

- Proficiency in State Content Standards for Visual, Performing, and Applied Arts (1 credit).

WORLD LANGUAGE – 2 Credits (Effective with students entering 3rd Grade in 2006)

- Formal coursework or an equivalent learning experience in Grades K-12 (2 credits); or
- Formal coursework or an equivalent learning experience in Grades K-12 (1 credit) and completion of a Department approved formal Career and Technical Education program or an additional visual, performing, and applied arts credit (1 credit).

SECTION D

METHODS OF PUPIL ASSESSMENT

Methods of Pupil Assessment Requirements

Highland Park Public School Academy System

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Sections 6.5, the Highland Park Public School Academy System (“System”) shall properly administer the academic assessments identified in this schedule in accordance with the testing windows identified in the Master Calendar of Reporting Requirements, annually issued by the District and ensure that the individuals involved with the testing are properly trained and adhere to the ethical standards and testing procedures associated with each assessment.

The System shall allow the District to have access to the System’s Student/School Data Applications through the Center for Education Performance and Information and to the electronic reporting systems administered by the Michigan Department of Education (“MDE”) to access the System’s Michigan Student Test of Educational Progress (“M-STEP”) and other state assessment results as applicable. The System shall participate in voluntary interim assessments as they become available from the MDE and any successor assessments required by the State of Michigan.

Academic Assessments to Be Administered:

Grade(s)	Academic Assessment
K – 8 th Grade	MAP-NWEA Reading, Writing, Mathematics, Social Studies and Science
8 th – 9 th Grade	PSAT 8/9 Reading and Writing, Mathematics
9 th Grade	MAP-NWEA Social Studies and Science
10 th Grade	PSAT 10 Reading and Writing, Mathematics
11 th Grade	SAT: Reading and Writing, Mathematics
12 th Grade	SAT: Reading and Writing, Mathematics

SECTION E

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Highland Park Public School Academy System

Enrollment Limits

The Highland Park Public School Academy System ("System") will offer kindergarten through twelfth grade. The System will annually adopt maximum enrollment figures as part of its application and enrollment period.

Requirements

Section 504 of the Code states that public school academies shall 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 handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- System enrollment shall be open to all individuals who reside in the geographical boundaries of the District and who are residents of the State of Michigan. Except for a foreign exchange student who is not a United States citizen, the System shall not enroll a pupil who is not a Michigan resident.
- System 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 System Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils or children of System Board members or children of a person who is employed by or at the System.
- The System shall 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 System receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing, subject to the priority policies described above.

Application Process

The application period shall be a minimum of two (2) weeks in duration, with evening and/or weekend times available.

- Upon issuance of the Contract, the System will hold public informational sessions explaining the System's operation and relation to the District. These informational sessions will explain that the students residing within the geographical boundaries of the District and who previously attended a District school shall be entitled to enroll in the System so long as they complete an application stating their intent to enroll in the System. The System may also enroll students who do not reside in the District but who do reside within the Wayne Regional Education Service Agency ("Wayne RESA") or a school district within the Wayne RESA service area. The opportunity to complete such an application will be made available at the informational sessions as well as at the System's administrative offices during the application period and online at the System's website.
- The System shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The System may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the District.

Notice of Application and Enrollment Process

- The System shall provide notice of the application and enrollment process in a local newspaper of general circulation. A copy of the notice must be forwarded to the District.
- At a minimum, the notice 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 notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the System.
- The System, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The System shall notify parents or guardians of all enrolled students of the deadline for notifying the System that they wish to re-enroll their child.
- If the System Board has a preference policy for siblings or children of persons who are working for or at the System or who are System Board members, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) or child(ren) of persons employed by or at the System or who are System Board members 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 System during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the System must determine the following:
 - A. The number of students who have re-enrolled per grade or grouping level.
 - B. The number of siblings or children of persons employed by or at the System or of System Board members seeking admission for the upcoming academic year per grade.
 - C. If space is unavailable, the System must develop a waiting list for siblings of re-enrolled students.
 - D. The number of spaces remaining, per grade, after enrollment of current students, siblings, and children of persons employed by or at the System or of persons who are System Board members.

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 System shall:

- 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 District of both the application period and the date of the random selection drawing, if needed. The District may have a representative on-site to monitor the random selection drawing process.

The System shall use a credible, neutral "third party" such as a CPA firm, government official, Wayne RESA official or civic leader to conduct the random selection drawing. Further, the System shall:

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

SECTION F

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar and School Day Schedule

Highland Park Public School Academy System

School Calendar

The school calendar of the Highland Park Public School Academy System ("System") shall comply with Sections 1175 and 1284 of the Code. The System's school calendar also shall comply with minimum requirements under Section 101 of The School Aid Act of 1979, 1979 PA 94, MCL 388.1701. The System Board must submit a copy of the System's school calendar to the District.

School Day Schedule

The System Board must structure the System's school day schedule to meet the required number of instructional days and hours as set forth in the Code and The State School Aid Act of 1979. The System Board must submit the school day schedule to the District, prior to the commencement of each academic year.

SAMPLE SCHOOL CALENDAR AND SCHEDULES

Sample School Year Calendar

The Academy will open in accordance with Michigan School Code and in compliance with state requirements regarding required holidays and commemorative exercises, including adherence to the Wayne RESA annual common calendar.

The first day of school will be the first day after Labor Day holiday per Michigan Law.

The academic calendar year will meet or exceed the minimum number of instructional days and clock hours required by the Michigan Department of Education.

August	M	T	W	Th	F	Week	Student	Teacher	
			1	2	3		days		
	6	7	8	9	10				
	13	14	15	16	17				0.00
	20	21	22	23	24		0	5	0.00
	27	28	29	30	31		0	4	0.00
								9	

8/20/18- Teachers Report
8/30/18- Back to School Fair- 2:00 p.m. - 6:00 p.m.
8/31/18- No School

September	M	T	W	Th	F	Week	Student	Teacher	Hours
							0	0	0.00
	3	4	5	6	7	1	4	4	27.33
	10	11	12	13	14	2	5	5	34.17
	17	18	19	20	21	3	4	5	27.33
	24	25	26	27	28	4	5	5	34.17
							18	19	122.99

9/3/18-No School
9/4/18- Students Report
9/21/18-PD- No School for students

October	M	T	W	Th	F	Week	Student	Teacher	Hours
	1	2	3	4	5	5	4	5	27.33
	8	9	10	11	12	6	5	5	34.17
	15	16	17	18	19	7	5	5	34.17
	22	23	24	25	26	8	5	5	34.17
	29	30	31			9	3	3	20.50
							22	23	150.33

10/4/18- PTC 4:00 p.m. - 6:00 p.m.-Progress Reports
10/5/18- PTC 8:00 a.m. - 12:00 p.m.- No School for students

November	M	T	W	Th	F	Week	Student	Teacher	Hours
				1	2	9	2	2	13.80
	5	6	7	8	9	10	5	5	34.50
	12	13	14	15	16	11	5	5	34.50
	19	20	21	22	23	12	2	3	13.80
	26	27	28	29	30	13	5	5	34.50
							19	20	131.10

11/9/18- End of Quarter 1 (Report Cards sent home)
11/12/18- Quarter 2 begins
11/21/18- PD-No School for students
11/21-11/23/18- Holiday Break

December	M	T	W	Th	F	Week	Student	Teacher	Hours
	3	4	5	6	7	14	5	5	34.17
	10	11	12	13	14	15	5	5	34.17
	17	18	19	20	21	16	5	5	34.17
	24	25	26	27	28		0	0	0.00
	31						0	0	0.00
							15	15	102.50

12/13/18- PTC 4:00 p.m. - 6:00 p.m.- Progress Reports
12/24/18- No school
12/24-18-1/4/19- Holiday Break-No School

January	M	T	W	Th	F	Week	Student	Teacher	Hours
		1	2	3	4		0	0	0.00
	7	8	9	10	11	17	4	5	27.33
	14	15	16	17	18	18	4	4	27.33
	21	22	23	24	25	19	5	5	34.17
	28	29	30	31		20	4	4	27.33
							17	18	116.16

1/11/19- PD-No School for students
1/14/19- MLK Day- No School

M	T	W	Th	F	Week	Student	Teacher	Hours
				1	22	1	1	6.83
4	5	6	7	8	21	5	5	34.17
11	12	13	14	15	22	5	5	34.17
18	19	20	21	22	23	2	2	13.67
25	26	27	28		24	4	4	27.33
						17	17	116.16

2/1/19- Quarter 2 Report Cards sent home

2/18/19- 2/22/19 - Winter Break
2/28/19 PTC- 4:00 p.m. - 6:00 p.m.

M	T	W	Th	F	Week	Student	Teacher	Hours
				1		1	1	6.83
4	5	6	7	8	25	5	5	34.17
11	12	13	14	15	26	5	5	34.17
18	19	20	21	22	27	5	5	34.17
25	26	27	28	29	28	5	5	34.17
								0.00
						21	21	143.49

M	T	W	Th	F	Week	Student	Teacher	Hours
1	2	3	4	5		0	0	0.00
8	9	10	11	12	29	5	5	34.17
15	16	17	18	19	30	4	4	27.33
22	23	24	25	26	31	5	5	34.17
29	30				32	2	2	13.67
						16	16	109.33

4/1/19-4/5/19- Spring Break

4/19/2019- No School for Students/PD Day

M	T	W	Th	F	Week	Student	Teacher	Hours
		1	2	3		3	3	20.50
6	7	8	9	10	33	5	5	34.17
13	14	15	16	17	34	5	5	34.17
20	21	22	23	24	35	4	5	27.33
27	28	29	30	31	36	4	4	27.33
						21	22	143.49

3/16/19- PTC- 4:00 p.m. - 6:00 p.m.

5/24/19- No School for Students/PD Day
5/27/19- Memorial Day-No School

M	T	W	Th	F	Week	Student	Teacher	Hours
						0	0	0.00
3	4	5	6	7	37	5	5	34.17
10	11	12	13	14	38	5	5	34.17
17	18	19	20	21	39	4	5	27.33
24	25	26	27	28				0.00
						14	15	95.66

6/20/19- Students last day
6/21/19- Teachers last day

	1st Sem	2nd Sem	Total Days	1st Sem	2nd Sem	Total Hours
Students			180			1231.21
Teachers			195			

	Last day school		Professional Development Days
	Teacher start day		No School Staff/Students
	Teacher last day		Report Cards & Progress Reports
	Count Day		PTC
	Holiday Break		

School hours: 8:30 am-3:45 pm

SECTION G

AGE OR GRADE RANGE OF PUPILS

Age or Grade Range of Pupils

Highland Park Public School Academy System

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

The Highland Park Public School Academy System ("System") will enroll students in kindergarten through twelfth grade. Provided there is sufficient state or federal funding available, the System will also operate an adult basic education program, adult high school completion program, general education development testing preparation program, a pre-kindergarten, or other permissible programs for a public school academy or the District to provide. The District may approve amendments to the Contract relating to additional educational programs offered by the System.

All students of the System will meet the minimum and maximum age for enrollment, as defined by Applicable Law.

School Schedule

7:00AM – 8:00AM	Before-School Programming (Academic Enrichment)
7:15AM – 7:50AM	Breakfast Program
7:50AM – 8:00AM	Arrival Transition
8:00AM	School Day Begins
8:00AM – 11:00AM	Morning Class Sessions
11:00AM – 12:15PM	Lunch
12:15PM – 12:45PM	Recess
12:45PM – 3:45PM	Afternoon Class Sessions
3:45PM	School Day Ends
3:45PM – 4:00PM	Dismissal Transition
4:00PM – 5:00PM	After-School Programming (Academic, Athletics and Clubs)

SECTION H

ANNUAL COMPLIANCE REQUIREMENTS

Master Calendar of Reporting Requirements

Highland Park Public School Academy System

Pursuant to Contract Schedule 4, the Highland Park Public School Academy System ("System") agrees to fulfill its obligations associated with the following reports and activities.

Annual Compliance Requirements (changes may occur based on federal, state and local regulations)

<i>Compliance Task</i>	<i>Date Due</i>	<i>Entity</i>
Annual Education Report	7/31	School
Approved Deficit Elimination Plan	7/31	School
Audited Financial Statements	7/31	School
Board Policy Manual	7/31	Board
Budget - Approved	7/31	School
Current Bargaining Agreements	7/31	School
District Credit Card Information	7/31	School
Emergency Drills Log	7/31	School
Employee Compensation Information	7/31	School
Employer Sponsored Health Care Plans	7/31	School
Expense Reimbursement Policy	7/31	School
Medical Benefit Plan Bids	7/31	School
Procurement Policy	7/31	School
School Improvement Plan	7/31	School
Technology Plan	7/31	School
Academic Professional Development Calendar	8/17	School
Management Contract	8/17	School
School Calendar	8/17	School
Occupancy Permit	8/17	School
Lease Agreement	8/24	School
Board Member Roster	8/24	Board
Asbestos Inspection	8/31	School
Asbestos Plan and Approval	8/31	School
Bloodborne Pathogens Training	8/31	School

Certificate of Insurance	8/31	School
CHRI Certification	8/31	School
DS-4168 Report of Actual Days and Clock Hours of Pupil Instruction	8/31	School
Elevator Inspection	8/31	School
Employee Handbook	8/31	School
Enrollment Policy	8/31	School
Local Benchmark Assessment Schedule	8/31	School
Annual Inventory of Capital Assets	9/3	School
Ant-Bullying Policy	9/4	School
Anti-Bullying Policy (1)	9/4	School
Occupancy Permit	9/4	School
FERPA Notice	9/7	School
Emergency Drills Annual Schedule	9/14	School
MEGS Constitution Day Certification	9/14	School
MEGS Right to Prayer Certification	9/14	School
Organizational Chart and Staff Information	9/14	School
Curriculum Inventory	9/21	School
Board Member - Application and Resume	9/28	Board
Board Member - Oath of Office	9/28	Board
Curriculum Inventory	9/28	School
Annual Nonprofit Corporation Update	10/1	School
General Education and Special Education Count Day	10/3	School
Quarterly Financial Statements	10/26	School
Financial Information Database (FID)	10/31	School
Measures of Academic Performance (Local Assessment)	10/31	School
Current Operating Expenditures	11/30	School
District Paid Association Dues	11/30	School
District Paid Lobbying Costs	11/30	School
District Paid Out-of-State Travel Information	11/30	School
ESP Operating Expenditures	11/30	School
ESP Transparency Expenditure Report	11/30	School
Personnel Expenditures	11/30	School
Statement of Reimbursed Expenses	11/30	School
Registry of Educational Personnel (REP) Confirmation	12/1	School
Emergency Drills Log	12/3	School

Employee Handbook	12/7	School
Asbestos Custodial and Maintenance Training Log	12/31	School
Quarterly Financial Statements	1/25	School
Open Enrollment and Lottery Procedures	2/15	School
Measures of Academic Performance (Local Benchmark Assessment)	2/28	School
Annual Education Report	3/29	School
Emergency Drills Log	4/1	School
Quarterly Financial Statements	4/26	School
M-STEP Student Data File	4/30	School
Michigan Student Data System (MSDS)	4/30	School
Budget - Public Hearing Notice	6/3	School
Notice of Public Hearing	6/14	Board
Measures of Academic Performance (MAP/NWEA)	6/21	School
Michigan Student Data System (MSDS)	6/28	School
Annual Inventory of Capital Assets	6/28	School
Asbestos Custodial and Maintenance Training Log	6/28	School
Curriculum Inventory	6/28	School
Emergency Drills Log	6/28	School
Playground Inspection Log	6/28	School
Board Meeting Calendar - (Highland Park Public School Academy System)	6/28	Board
Lease Agreement	6/28	School
Quarterly Financial Statements	6/28	School
Registry of Educational Personnel (REP) Confirmation	6/30	School