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

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**NEW PARADIGM COLLEGE PREP
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
NEW PARADIGM COLLEGE PREP**

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2021**

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to New Paradigm College Prep (the “Academy”), to be effective July 1, 2021, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

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

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies- including all rules, regulations, and orders promulgated thereunder.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- i) **Community District** means a community school district created under part 5B of the Code, MCL 380.381 et seq.

- j) **Conservator** means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- k) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- l) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- m) **Educational Service Provider Policies or ESP Policies** means those policies adopted by the Charter Schools Office Director that apply to a Management Agreement. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- n) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- o) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.

- p) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- q) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- r) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- s) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- t) **State Board** means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- u) **State School Reform/Redesign Office** means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.554, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-05 and codified at MCL 388.1282.
- v) **Superintendent** means the Michigan Superintendent of Public Instruction.
- w) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- x) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- y) **University Board** means the Grand Valley State University Board of Trustees.
- z) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- aa) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact

for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.

bb) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.

cc) **University President** means the President of Grand Valley State University or his or her designee.

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

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

Section 1.4. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.5. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

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

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

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. Independent Status of the University. The University Board is an authorizing body as defined by the Code. In approving this Contract, the University voluntarily exercises additional powers given to the University under the Code. Nothing in this Contract shall be deemed to be any waiver of the University's powers or independent status and the Academy shall not be deemed to be part of the University Board. The University Board has provided the Department the accreditation notice required under Section 502.

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

Section 2.3. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

- a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.
- b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.4. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University

President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.

- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.
- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the approved annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.5. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid

payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law. This fee may also be used to fund college readiness work and scholarships for academies that are in compliance with this Contract.

Section 2.6. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.7. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.16 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.8. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.9. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or

other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.10. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at any time, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 2.11. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Office Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Office Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Office Director's recommendation will be submitted by the Charter Schools Office Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 2.12. Charter Schools Office Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be

forwarded by the Fiscal Agent University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the Charter Schools Office Director as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Office Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the Charter Schools Office Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Office Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Office Director may disapprove the proposed transaction if the proposed transaction violates this Contract or applicable law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Office Director. By not disapproving a proposed transaction, the Charter Schools Office Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. 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 2.7 and Section 6.15 of the Terms and Conditions, 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.

Section 3.3. Academy Board Members Serve in their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible

to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause by the University Board at any time.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

Section 5.2. Articles of Incorporation. Unless amended pursuant to Section 9.3 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.3. Bylaws. Unless amended pursuant to Section 9.4 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

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

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President or Designee and the Academy.

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 University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives 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 and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.2 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.2 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability and Pupil Assessment. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. The Academy shall also assess pupil performance using all applicable testing that the Code or the Contract requires. The Academy shall provide the University Charter Schools Office with copies of reports, assessments, and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;

- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.7 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment, and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

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

Section 6.8. 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 Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Twelfth (K-12) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual

financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in

public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

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

Section 6.15 Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft and final copy of the agreement to the University Charter Schools Office for review and retention.

Section 6.16. Posting of Accreditation Status. The Academy shall post notice to the Academy's homepage of its website disclosing the accreditation status of each school in accordance with section 1280e of the Code, MCL 380.1280e.

Section 6.17. New Public School Academies Located within the Boundaries of a Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership, and curriculum than the public school previously operating at that site(s):

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

Section 6.18. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. 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 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, 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, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.7. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.8. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.9. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

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

ARTICLE IX

AMENDMENT

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

Section 9.2. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.3, 5.2 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.3. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles

upon approval by the University President or Designee after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Licensing and Regulatory Affairs, Corporate Division.

Section 9.4. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.4.

Section 9.5. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University Board or the Charter Schools Office Director. If the proposed amendment conflicts with any of the University Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University Board.

Section 9.6. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.7. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University

Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than six (6) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the six (6) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board, in its sole discretion, reserves the right to terminate this Contract (i) before the end of the Contract Term for any reason or for no reason provided that such termination shall not take place less than six (6) calendar months from the date of the University Board's resolution approving such termination; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract sooner as set forth in this Article X. If this Contract is terminated pursuant to this Section 10.2, the revocation procedures in Section 10.6 shall not apply.

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

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its

fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6; or (v) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;

- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporate Division, without first obtaining University President or Designee approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.16 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the CSO Director may

reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of directors or a Conservator to take over operations of the Academy.; or (v) closure of an Academy site(s).

Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

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

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

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the

CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Department.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Amendment of Contract; Automatic Termination of Contract if All Academy Sites Closed; Economic Hardship Termination. Except as otherwise noted in this Section, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 (“State’s Automatic Closure Notice”), then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice includes all of the Academy’s existing sites, then this Contract shall automatically be terminated at the end of the current school year in which the State’s Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State’s Automatic Closure Notice the University Charter Schools Office Director shall forward a copy of the notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in the notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Revocation Notice, including the granting of any hardship exemption by the Department rescinding the State’s Automatic Closure Notice (“Pupil Hardship Exemption”), shall be directed to the Department, in a form and manner determined by the Department.

If the Department rescinds the State’s Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the CSO the proposed Contract amendments incorporating the Department’s school improvement plan, if applicable, for the identified site(s).

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

The University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic termination initiated by the State’s Automatic Closure Notice or an Economic Hardship Termination under this Section 10.7.

Section 10.8. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Ottawa County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect

of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.8 of these Terms and Conditions.

Section 10.9. Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University 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 University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. 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 11.4. Insurance. The Academy shall secure and maintain in its own name as the “First Named Insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s Real and Personal property, whether owned or leased;
- b) Commercial General Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form). Coverage must include Sexual Abuse and Molestation and Corporal Punishment coverage. Policies may be written on either an occurrence or claims made basis. If the coverage is claims made, the retroactive date must be the same or before the date of the original contract, and in the event that the Academy goes out of business, the Academy must purchase the longest-available tail coverage;
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) Combined Single Limit covering Hired and Non-Owned Autos, as well as Owned Autos if applicable;
- d) Workers’ Compensation or Worker’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum limit of one million dollars (\$1,000,000) for each coverage part;
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);

- f) Crime including employee dishonesty and third party coverage insuring cash, securities, and property, with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- h) Umbrella with a minimum \$4,000,000 limit each occurrence and aggregate. Alternatively, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 per occurrence limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must have an AM Best rating of “A” or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as First Named Insured with its own limits, i.e. no sharing of limits.

The Academy shall list the University Board and the University on the insurance policies coverage listed in (b), (c), (e), (g), and (h) above, as Additional Insured on a primary and noncontributory basis. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University with copies of all insurance certificates and endorsements required by this Contract. Upon request, and within 10 days of the request, the Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. Failure of the University to request or collect the policies does not affect the obligations of the Academy under the terms of this contract. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University’s insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:

- a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.
- c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

(e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:

- (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
- (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.6. Transportation. The Academy Board may enter into contract 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. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.7. Extracurricular Activities 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 11.8. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby agrees and covenants not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.9. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

Section 11.10. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.10. Copies of these certificates shall be incorporated into the Schedules.

Section 11.11. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.11 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an educational service provider contracting with the Academy.

Section 11.12. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or state complaint filed against the Academy.

Section 11.13. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.14. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 1766b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy

has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into this Contract as an amendment pursuant to Article IX of these Terms and Conditions.

Section 11.15. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. The Academy board must retain independent legal counsel to review and advise on the negotiation of the ESP agreement. Legal counsel for the Academy shall not represent the ESP or an ESP owner, director, officer, or employee. The ESP agreement must be an arms-length, negotiated agreement between an informed Academy Board and the ESP.

Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University Charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.16. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

“Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board’s approval of the Application, the University Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley

State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Revocation or Termination of Contract. If the Academy’s Contract issued by the Grand Valley State University Board of Trustees is suspended, revoked, or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminate on the same date as the Academy’s Contract is suspended, revoked, or termination without further action of the parties.”

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

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

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.”

“Compliance with Section 11.23 of Contract Terms and Conditions. The ESP shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 6 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.23(a) of the Contract Terms and Conditions.”

Section 11.17. Additional Required Provisions for Educational Service Provider Agreements. ESP agreements must include provisions that define the following, according to the standards set forth in Contract Schedule 6:

1. Roles and responsibilities of the parties
2. Services and resources provided by the ESP

3. Fee or expense payment structure
4. Financial control, oversight, and disclosure
5. Renewal and termination of the agreement

Section 11.18. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.19. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

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

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.20. Academy Board Legal Counsel. If the Academy Board obtains Legal Counsel, Legal Counsel must be independent of and not representing the ESP, or ESP owner, director, officer, or employee.

Section 11.21. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.22. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.23. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.24. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all individuals employed by or contracted for the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that complies with Applicable Law. If the Academy enters into an agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 11.25. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. (“Part 6e”), and the University Board determines that the Academy meets the University Board’s and the Code’s eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

Section 11.26. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy board, subject to Section 11.29, shall not:

- a) Sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This does not prohibit the Academy Board from:
 - i. for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University;
 - ii. providing the information to a person or entity as necessary for standardized testing that measures a student's academic progress and achievement; or
 - iii. providing the information as necessary to a person that is providing educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.
- b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in 34 CFR 99.3.

Section 11.27. Disclosure of Information to Parents and Legal Guardians, Subject to Section 11.29.

- a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.
- b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency, or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:
 - i. to the Department or CEPI;
 - ii. to the student's parent or legal guardian;
 - iii. by the Academy to the University or to the educational management organization that has an educational service provider agreement that has not been disapproved by the University;

- iv. by the Academy to the Academy's intermediate school district or another intermediate school district providing services to the Academy or the Academy's students pursuant to a written agreement;
 - v. to the Academy by the Academy's intermediate school district or another intermediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
 - vi. to the Academy by the University;
 - vii. to a person, agency, or organization with written consent from the student's, parent or legal guardian, or from the student if the student is at least 18 years of age;
 - viii. to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
 - ix. as necessary for standardized testing that measures a student's academic progress and achievement; or
 - x. in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."
- c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.
- d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136(8)(g) and 34 CFR 99.3.

Section 11.28. List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian.

- a) Subject to Section 11.29, the Academy shall do all of the following:
- i. Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
 - ii. Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more of the Uses.
 - iii. Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
 - iv. If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's

directory information in any of the Uses that have been opted out of in the opt-out form.

- b) The terms “directory information” shall have the same meaning as defined in 34 CFR 99.3.

Section 11.29. Confidential Address Restrictions.

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

Section 11.30. Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office, and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 11.31. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under Section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under Section 1313 of the Code, MCL 380.1313.

Section 11.32. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, after either of the following: (i) an incident involving a crime that must be reported under Section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under Section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 11.33. Academy Emergency Operations Plan.

a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy’s emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy’s statewide school safety information policy, as applicable.

b) Not later than January 1, 2020, the Academy shall either (i) develop an emergency operations plan for each school building, including recreational structure or athletic field, operated by the Academy with input from the public; or (ii) adopt a statewide school safety information policy under Section 1308 of the Code, MCL 380.1308. The emergency operations plan or statewide school safety information policy shall comply with Section 1308b(3) of the Code, MCL 380.1308b(3). Within thirty (30) days, the Academy shall provide to the Department, in a form and manner determined by the Department, notice of the adoption of an emergency plan or the completion of an emergency operations plan review, as applicable.

Section 11.34. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 11.35. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 11.36. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

(i) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident causing each expulsion;

(ii) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and

(iii) make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

Section 11.37. K to 3 Reading. If the Academy offers Kindergarten through Third grade, the Academy shall comply with Section 1280f of the Code, MCL 380.1280f. The Academy shall ensure that all required actions, notices, and filings required under Section 1280f, MCL 380.1280f, are timely completed.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) 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 Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy: New Paradigm College Prep
Attn: Board President
4001 29th Street
Detroit, MI 48210

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

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

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

Section 12.5. Assignment. This Contract is not assignable by either party.

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

implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2021, and shall remain in full force and effect for five (5) years until June 30, 2026, unless sooner revoked or terminated according to the terms hereof.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.8, Section 12.7, and Section 12.10, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.


Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code, and Applicable Law.

Section 12.18. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

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

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University President or his/her designee

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

NEW PARADIGM COLLEGE PREP

By: 
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 30, 2021:

Reauthorization of 6a Charter Contract – New Paradigm College Prep (formerly
Detroit Edison Public School Academy Chadsey/Condon), Detroit (5 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on April 27, 2012, initially authorized the issuance of a contract to charter New Paradigm College Prep (formerly Detroit Edison Public School Academy Chadsey/Condon), (the “Academy”); and

WHEREAS, the Board of Trustees has issued a contract to New Paradigm College Prep (“Academy”) and has authorized the Academy to operate Kindergarten through Eighth grades (K-8th); and

WHEREAS, the Academy requests the Board of Trustees approve the addition of Ninth through Twelfth grades (9-12th) for the Academy; and

WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2021, and ending June 30, 2026;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a five (5) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

BE IT FURTHER RESOLVED, that, in accordance with Article IX of the Terms and Conditions incorporated into the Academy’s Contract, the Board of Trustees hereby approves the addition of Ninth through Twelfth grades (9-12th) for the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 6th day of May 2021.



Matthew E. McLogan, Secretary
Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 26, 2019:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
10. Quorum: In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

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

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

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

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

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy’s Board of Directors for the designated term of office set forth below:

Name	Term
Name	Term
Name	Term
Name	Term
Name	Term

* See attached page for board member names and terms

13. Conservator; Appointment by University President: Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term, which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers: a) take into his or her possession all Academy property and records, including financial, board, employment, and student records; b) institute and defend board actions by or on behalf of the Academy; c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of the loans, however, the power shall be subject to any provisions and restrictions in any existing credit documents; d) hire, fire, and discipline employees of the Academy; e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority; f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed;

and g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

14. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
15. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 30th day of April 2019.



Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

New Paradigm College Prep Initial Board:

- Carine Hails
- Cary Junior
- Gregory Maddox

Current Board:

- Cary Junior (expires June 30, 2023)
- Kimberly Groves (expires June 30, 2023)
- Damali Sahu (expires June 30, 2024)



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 29, 2013:

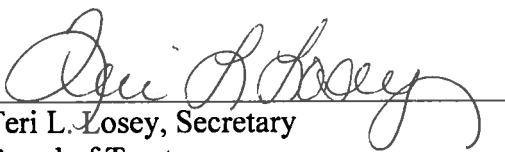
Detroit Edison Public School Academy Chadsey/Condon Name Change

WHEREAS, the Board of Trustees, at its meeting on April 27, 2012, approved the issuance of a charter contract to the Detroit Edison Public School Academy Chadsey/Condon; and

WHEREAS, Detroit Edison Public School Academy Chadsey/Condon requests a name change to New Paradigm College Prep;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Article IX of the Terms and Conditions incorporated into the Academy's Contract, the Board of Trustees approves the Academy's name change to New Paradigm College Prep.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 25th day of September 2013.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 27, 2012:

Authorization of Detroit Edison Public School Academy Chadsey/Condon
6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Detroit Edison Public School Academy Chadsey/Condon ("Academy"), located at 4410 Porter Street, Detroit, MI 48209 submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but

not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of

Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

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

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

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

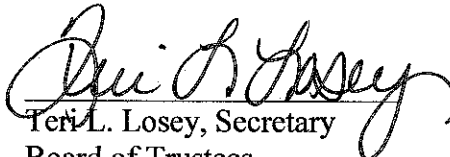
12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Carine J. Hails	1 year term expiring June 30, 2013
Cary M. Junior	2 year term expiring June 30, 2014
Gregory J. Maddox	2 year term expiring June 30, 2014

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not

responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 1st day of May 2012.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION



MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

JUN 29 2021

AC1

(FOR BUREAU USE ONLY)

\$110 MC CEPAS 21062951398395

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

FILED

JUN 30 2021

ADMINISTRATOR
CORPORATIONS DIVISION

Name

George P. Butler, Dickinson Wright PLLC

Address

500 Woodward Ave., Suite 4000

City

State

ZIP Code

Detroit, MI 48226

EFFECTIVE DATE:



Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.



RESTATED ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is:

New Paradigm College Prep

2. The identification number assigned by the Bureau is:

800934005

3. All former names of the corporation are:

Detroit Edison Public School Academy Chadsey/Condon

4. The date of filing the original Articles of Incorporation was:

06/08/2012

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation.

ARTICLE I

The name of the corporation is: New Paradigm College Prep.

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees ("Board of Trustees").

ARTICLE II

The purpose or purposes for which the corporation is formed are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

See Attachment for Additional Articles

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

- ☐ a. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, _____, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors.

Signed this _____ day of _____, _____

(Signatures of a Majority of Incorporators; Type or Print Name Under Each Signature)

- ☒ b. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, 2021, in accordance with the provisions of Section 641 of the Nonprofit Corporation Act: (check one of the following)

- ☒ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- ☐ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.
- ☐ were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is formed on a directorship basis.
- ☐ were duly adopted by the written consent of the members, shareholders, or their proxies having not less than the minimum number of votes required by statute in accordance with Section 407 of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the members, shareholders, or their proxies is permitted only if such provision appears in the Articles of Incorporation).

Signed this 29th day of June, 2021

By Aimee R. Gibbs
(Signature of an Authorized Officer or Agent)

Aimee R. Gibbs
(Type or Print Name)

Authorized Agent
(Type or Print Title)

**Attachment to Restated Articles of Incorporation
For New Paradigm College Prep**

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are:

Real Property: none
- b. The description and value of its personal property assets are: (if none, insert "none")

Personal Property: none
- c. 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.
- d. The corporation is organized on a Directorship basis.

ARTICLE IV

1. The name of the resident agent at the registered office:
Ralph Bland
2. The address of the registered office is:

4001 29th Street Detroit, MI 48210
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above: Same as above.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

The method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**

- a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant,

when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.
5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

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

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

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

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

11. **Conservator; Appointment by University President:** Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term, which may be extended in writing. During the appointment, the Academy Board members are

suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers: a) take into his or her possession all Academy property and records, including financial, board, employment, and student records; b) institute and defend board actions by or on behalf of the Academy; c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of the loans, however, the power shall be subject to any provisions and restrictions in any existing credit documents; d) hire, fire, and discipline employees of the Academy; e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority; f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed; and g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

ARTICLE VII

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 Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE VIII

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

ARTICLE IX

These Restated Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

ARTICLE X

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

ARTICLE XI

A volunteer director is not personally liable to the corporation or its members for money damages for any action taken or any failure to take any action as a volunteer director, except liability for any of the following:

- (i) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled.
- (ii) Intentional infliction of harm on the corporation, its shareholders, or members.
- (iii) A violation of Section 551 of the Michigan Nonprofit Corporation Act;
- (iv) An intentional criminal act.
- (v) A liability imposed under section 497(a).

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XII

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following are met:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed under section 3135

of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

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

ARTICLE XIV

These Restates Articles of Incorporation shall become effective upon filing.

SCHEDULE 3

BYLAWS

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BYLAWS
OF
NEW PARADIGM COLLEGE PREP

ARTICLE I

NAME

This organization shall be called New Paradigm College Prep (the “Academy” or the “corporation”).

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

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

Section 2. Registered Office. The registered office of the Academy shall be 4001 29th St, Detroit, MI 48210. This is the business office of the registered agent of the Academy. The registered agent is Ralph Bland.

ARTICLE IV

BOARD OF DIRECTORS

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

Section 2. Method of Selection and Appointment. Nomination and appointment to the Academy Board shall be handled in the following manner:

1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees (“Board of Trustees”), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for the appointment, the nominees must have completed the required board member Questionnaire prescribed by the University Charter Schools office; and (ii) the criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend a nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. Oath / Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member’s service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may be removed from the office by a two-thirds (2/3) vote of the Academy’s Board for cause.
5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the “Subsequent Appointments” and “Exigent Appointments” procedures in this resolution.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.
9. Quorum: In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

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

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

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

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

Section 3. Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term, which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers: a) take into his or her possession all Academy property and records, including financial, board, employment, and student records; b) institute and defend board actions by or on behalf of the Academy; c) continue the business of

the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of the loans, however, the power shall be subject to any provisions and restrictions in any existing credit documents; d) hire, fire, and discipline employees of the Academy; e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority; f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed; and g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

Section 4. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V

MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

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

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. 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 officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy

Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 2.

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

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

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided 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 by the Academy Board.

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

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy

Directors 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 restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

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

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another 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 Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

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

ARTICLE IX

INDEMNIFICATION

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, 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 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, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI

SEAL

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words “Corporate Seal” and “Public School Academy.”

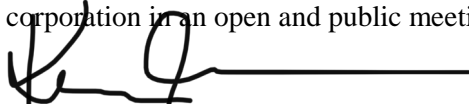
ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board’s Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 25th day of May 2021.



Board Secretary

SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to New Paradigm College Prep ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

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

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

"State" means the State of Michigan.

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

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

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

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

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


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

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

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

Acknowledgment of Receipt

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

BY: 

Joseph L. Fielek, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: February 4, 2014

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2021 – June 30, 2022**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 12	Board Adopted 2021-2022 School Calendar/School Day Schedule.	CSO
July 12	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2021-2022.	CSO
July 12	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2021-2022.	CSO
July 12	Copy of Notice of Public Hearing for Annual Operating Budget for 2021-2022.	CSO
July 12	Budgeted Enrollment Number for 2021-2022.	CSO
July 26	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2020-2021 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2021-2022. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2021-2022.	CSO
August 3	Board Designated Legal Counsel for 2021-2022.	CSO
August 3	School Safety Liaison for 2021-2022.	CSO
August 16	Special Education Procedures; Section 504 Data Report. Use GVSU Templates located within the task in Epicenter. *Cohort only	CSO
August 16	Special Education Data Report	CSO
August 30	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 7	GVSU Check Directions (Where do we send checks for the 2021-2022 year?).	CSO
September 7	Updated Waitlist Number for 2021-2022.	CSO
September 7	Board approved Student Handbook 2021-2022.	CSO
September 7	Board approved Employee Handbook 2021-2022.	CSO
September 7	Copy of School Improvement Plan covering 2021-2022 academic year.	CSO
September 7	School Contacts Update Certification.	CSO
September 15	Hylant Insurance Policy Submission.	CSO
October 4	Schedule 6 Certification	CSO
October 4	Staff Roster (GVSU Format).	CSO
October 4	Annual Nonprofit Corporation Information Update for 2021.	CSO
October 4	Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information- new schools only).	CSO
October 11	Unaudited Count Day Submission.	CSO
October 11	Criminal History Record Registration- New Schools.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 11	DS-4898 PSA Preliminary Pupil Membership Count for September 2021 Enrollment and Attendance for 1 st & 2 nd Year PSAs and Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2021. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2021, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
November 1	Annual A-133 Single Audit for year ending June 30, 2021, is required if over \$750K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO
November 1	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 2	Special Education Population Data request sheet.	CSO
December 30	Transparency Page Update Certification.	CSO
January 13	Staff Roster (GVSU Format).	CSO
January 13	School Contacts Update Certification.	CSO
January 31	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 31	Board Member Annual Conflict of Interest.	CSO
January 31	Annual Education Report. The deadline changes for this each year. Please be sure to check mischool.net for the updated templates, or find them in the Epicenter Task.	CSO
February 14	Unaudited Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).	CSO
April 27	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 17	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2022-2023. Must include board approved offered seat schedule.	CSO
June 1	Certificate of Boiler Inspection covering years 2022-2023.	CSO
June 14	Waitlist for 2022-2023.	CSO
June 14	Board Adopted 2022-2023 School Calendar/School Day Schedule.	CSO
June 14	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2022-2023.	CSO
June 14	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2022-2023.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 14	Copy of Notice of Public Hearing for Annual Operating Budget for 2022-2023.	CSO
June 14	Budgeted Enrollment Number for 2021-2023.	CSO
June 28	2021-2022 Log of emergency drills, including date, time and results. See Epicenter Task for template.	CSO
June 28	Board adopted Letter of Engagement for year ending June 30, 2022, independent financial audit.	CSO
June 28	Food service license expiring in 2023.	CSO
June 28	Special Education Population Data request sheet.	CSO

Ongoing Reporting Requirements July 1, 2021 – June 30, 2022

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments.	CSO
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2021-2022 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

**Original/Subsequent Board Policy Reporting Requirements
July 1, 2021 – June 30, 2022**

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval or revision). Harassment of Students Policy (date of approval or revision) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval or revision). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval or revision).	CSO

Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy (date of approval or revision). Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval or revision). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval or revision).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO
Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval or revision). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval or revision). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval or revision). Reference: MCL 29.19	CSO
Emergency Operations Plan (date of approval or revision). Reference: MCL 380.1308	CSO
Data Breach Response Plan (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2021 – June 30, 2022

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
August	4094 Transportation Report from 2020-21.	CEPI (online)
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
Sept.	*Special Education Findings – Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required. Corrective Action	Catamaran
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
Feb	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran (online)
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
May	*Special Education Findings – May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review and completion of corrective actions as required.	Catamaran
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)

*Monthly special education compliance updates, all special education complaints, and the annual Maintenance of Effort (MOE) Eligibility Test and corrective measures are communicated and submitted through Catamaran. Regular monthly (or more frequently) review of special education information is recommended to assure compliance with state reporting requirements. Catamaran can be accessed at: <https://training.catamaran.partners/>. Timelines and Due Dates are located on bottom left side of the screen under *Deadlines*. User account and login information is located at: <https://catamaran.partners/Login.aspx?APPTHEME=MICIMS&ReturnURL=/>

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

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

C. In accordance with Section 11.13. Additional Required Provisions for Educational Service Provider Agreements, of the Terms and Conditions, the following categories must be clearly defined within each ESP agreement that the Academy is a party to:

1. Roles and responsibilities of the parties
2. Services and resources provided by the ESP
3. Fee or expense payment structure
4. Financial control, oversight, and disclosure
5. Renewal and termination of the agreement”

MANAGEMENT SERVICES AGREEMENT

This Restated Management Services Agreement (the “**Agreement**”) is made and entered into as of the 30th day of June, 2021 by and between **NEW PARADIGM FOR EDUCATION INC. (“NPFE”)**, a Michigan corporation formed pursuant to Michigan Public Act 327 of 1931, as amended, and **NEW PARADIGM COLLEGE PREP** (the “**Academy**”), a Michigan public school academy organized under the Revised School Code (the “**Code**”).

WHEREAS, the Academy is a public school academy organized and operated pursuant to Part 6A of the Code; and

WHEREAS, the Academy operates under the direction of the New Paradigm College Prep Board of Directors (“**Academy Board**”); and

WHEREAS, pursuant to a Contract to Charter a Public School Academy (the “**Contract**”), dated July 1, 2021 and issued to the Academy by Grand Valley State University (“**GVSU**”) as the authorizing body (“**Authorizer**”), the Academy Board is authorized to organize and operate a public school academy in the State of Michigan pursuant to Part 6A of the Code; and

WHEREAS, NPFE is a Michigan corporation which will provide educational, operational and management services to facilitate the implementation of the Academy’s obligations under the contract with GVSU; and

WHEREAS, NPFE 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 NPFE to provide certain services related to the Academy’s educational program and operations; and

WHEREAS, the Academy Board, on behalf of itself and the Academy, and NPFE each warrant to the other that there are no pending actions, claims, suits or proceedings, to their knowledge, threatened or reasonably anticipated against or affecting them, which if adversely determined, would have a material adverse effect on their respective abilities to perform their obligations under this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I CONTRACTUAL RELATIONSHIP

A. Authority. The Academy has been granted a Contract by GVSU 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 Academy Board's statutory requirements and duties or the terms of the Contract.

B. Contract. NPFE agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

C. Status of the Parties. NPFE 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 under the Code, and is not a division or part of NPFE. The relationship between NPFE and the Academy is based solely on the terms of this Agreement. Except as it regards to indemnification agreed to between the parties as described herein, NPFE will be solely responsible for its acts and the acts of its agents, employees and subcontractors. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor. No employee of NPFE shall be deemed to be an agent or employee of the Academy. Notwithstanding the foregoing, the Academy and NPFE agree as follows:

1. The Academy Board may by resolution designate an officer or employee of NPFE, as may be mutually agreed upon by NPFE and the Academy, to serve as the chief administrative officer ("CAO") of the Academy and to perform 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.
2. Employees of NPFE, to the extent they have a legitimate educational interest in so doing, are authorized access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"), provided the Academy disseminates the notice required pursuant to FERPA and its related regulations.

D. Obligation of the Board. The Academy Board shall be ultimately responsible for its fiscal, academic and governance policies, and shall exercise good faith in considering the recommendations of NPFE and the Academy administration including but not limited to, NPFE recommendations concerning the educational program, operations, policies, rules, regulations, procedures, curriculum, budgets and fund raising. It shall be the responsibility of the Academy Board to authorize payment of budgeted costs and expenses and other obligations as approved by the Academy Board.

ARTICLE II TERM

This Agreement shall become effective as of July 1, 2021 and shall terminate on June 30, 2026.

ARTICLE III FUNCTIONS OF NPFE

A. Responsibility. Under the oversight of the Academy Board, NPFE shall be responsible for all of the management, operation, administration, and education program which is powered by Elite Educational Resource at the Academy, by providing certain services directly to the Academy, subcontracting for certain services, and overseeing other contractors of the Academy. Such functions shall be carried out in a manner and form customary in the public school academy industry and include, but are not limited to:

1. Implementation and administration of the Educational Program (as defined below);
2. Curriculum improvement services;
3. Student environment management services;
4. Management of Community outreach and marketing services;
5. Implementation of an ongoing public relations strategy, developed by NPFE with input from the Academy Board, for the development of beneficial and harmonious relationships with other organizations and the community;
6. Oversee Budget preparation and financial management services, such as accounting and bookkeeping services, financial and operational reports, in accordance with the Budget set by the Academy's Board;
7. Accounts payable management;
8. Administration (by way of liaising with the carrier's designated representative or counsel appointed by the carrier) of any insurance claims involving personal injury or property loss;
9. Management of the security of the facility and confidential information files maintained by and in the possession of NPFE;
10. Selection of instructional and non-instructional material, equipment and supplies (within the budget set by the Academy Board) and the establishment of an inventory system of all equipment;
11. Food service management;
12. Transportation management;
13. Management of Facilities maintenance, facilities construction and/or renovation;
14. The preparation of required GVSU, local, state and federal reports with prior review and approval by the Academy Board.
15. Management of Computer services including operational and functional responsibilities;
16. Information and technology system development and management;
17. Management of All facility operations of the school building, including but not limited to the installation of technology integral to school design that has been approved by the Academy Board, janitorial contract management, building repair oversight, and compliance with all applicable laws;
18. Preparation of grant applications and reports for grants received as well as special programs;
19. Using best efforts to secure funding sources for special programs and facility improvements as requested by the Academy Board;

20. Management of extra-curricular and co-curricular activities and programs approved by the Academy Board;
21. Assist the Academy Board in the preparation of strategic plans for the continuing educational and financial benefit of the Academy;
22. Preparation, enforcement and administering the enforcement at the Board level of the Academy Board's parent and student codes of conduct;
23. Overseeing the preparation of Academy Board meeting materials, agendas, and notices;
24. Human resource management, benefits administration and payroll processing;
25. Administering reporting compliance, which includes ensuring all reports, documents, etc. are filed on-time with the appropriate entities;
26. Management of Special education services;
27. Management of cash flow reserves in accordance with the Academy's budget, revenues and expenditures, and assisting with short term borrowing;
28. Recommending and acquiring textbooks;
29. Recommendation of policies governing operations of the Academy and implementation of policies as approved by the Academy Board; and
30. Management and implementation of any other function necessary or expedient for the administration of the Academy within the policies and actions of the Academy Board

B. Educational Program. NPFE shall implement the educational goals and programs set forth in the Contract, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes ("**Educational Program**"). In the event that NPFE determines that it is advisable to modify the Educational Program NPFE may do so as long as the propose changes are not changing the educational program as it exist but modifying the curriculum based on data, best practices and alignment with the state outcomes , NPFE will provide written notification to the Academy Board specifying the changes it recommends and the reasons for the proposed changes if it changes the entire program but not modifications to the curriculum. As the Educational Program is an integral part of the Contract, no changes in the Educational Program 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 GVSU through the process set forth in the Contract for amendment thereof. NPFE shall provide the Academy Board with written reports on a quarterly basis specifying the level of achievement of each of the Academy's educational goals as set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained.

C. Subcontracts. It is anticipated that NPFE will utilize subcontractors to provide some of the services it is required to provide to the Academy, including but not limited to, academic program which is powered by Elite Educational Resource, transportation, food service, Academy compliance, special education services, professional development, and human resources. NPFE shall not subcontract the management, oversight or operation of these services or the Educational Program. Academy Board approval of subcontracts is not required unless the costs for these subcontracted services exceeds 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 GVSU.

D. Place of Performance. Instruction services other than field trips and activities will normally be performed at Academy facilities. NPFE 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 NPFE with the necessary office space at the Academy site to perform all services described in this Agreement. All student records and books of the Academy, as well as copies of minutes of both regular and executive sessions of the Academy Board and all required compliance materials (“**Academy Documents**”) may be maintained at the central offices of NPFE, archived offsite storage in compliance with state and federal retention laws, or the Academy site at the Academy’s sole expense. Neither NPFE nor The Academy shall not unreasonably restrict the others or its agents and subcontractors’ access to such Academy Documents.

E. Acquisitions. All acquisitions made by NPFE for the Academy, including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. NPFE and its subcontractors will 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 NPFE will not include any markup amounts or 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. NPFE is responsible for and accountable to the Academy Board for the performance of students who attend the Academy. NPFE 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 or the Code and such additional measures as shall be mutually agreed between the Academy Board and NPFE that are consistent with the Contract.

G. Student Recruitment. NPFE shall be jointly responsible for the lawful recruitment and 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. NPFE shall follow all applicable Academy policies and procedures regarding student recruitment, enrollment and lottery management, and shall assist the Academy with the publication of appropriate public notices and scheduling open houses.

H. Student due Process Hearings. NPFE shall ensure that students are provided with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, students subject to a Section 504 Plan, special education, confidentiality and access to records, to the extent consistent with the Academy’s own obligations. 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 addition, NPFE may assist the Academy Board to establish student discipline policies and procedures.

I. Legal Requirements. NPFE shall provide the Educational Program consistent with all applicable federal, state, and local requirements, and the requirements imposed under the Code and Contract.

J. Rules and Procedures. The Academy Board shall adopt rules, regulations and procedures applicable to the Academy and NPFE is directed to enforce the rules, regulations and procedures adopted by the Academy Board. NPFE 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. NPFE 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. Miscellaneous Duties of NPFE. NPFE agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract, including but not limited to the following (terms capitalized and not defined for purposes of this Section III-M only shall have the meaning ascribed in the Contract):

- (i) All of the Academy's financial and other NPFE-related records related to the Academy will be made available to the Academy's independent auditor and that NPFE's staff shall cooperate with said auditor. NPFE shall not select or retain the Academy's auditor.
- (ii) NPFE certifies that there shall be no markup of costs for supplies, materials or equipment procured by NPFE on the Academy's behalf and all supplies, materials and equipment procured for the Academy by NPFE shall be inventoried by an acceptable method of inventory and further, an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.
- (iii) Upon termination, NPFE and any other educational service provider with which it has contracted on behalf of the Academy ("ESP") shall work for a specified period of time to transition to a new ESP. There may be a fee set forth for this service. All contracts entered into by NPFE with another ESP for services at the Academy shall provide as such.
- (iv) Upon termination, NPFE all previously earned fees, from the beginning of the fiscal year July 1 but not yet paid, due to NPFE will become due and payable, and reconciled to the close out of the then current month.
- (v) Upon termination, NPFE, and any ESP shall, without charge (a) close the books on the then-current fiscal month; (b) organize and prepare the Academy's records for transition to the new ESP; (c) organize and prepare student records for transition to the new ESP; and (d) provide for the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing. All contracts entered into by NPFE with another ESP for services at the Academy shall provide as such.

- (vi) NPFE, and any other ESP, may not include in its contracts with staff assigned to the Academy (including by way of example and not limitation, teachers administrators, counselors and the like) any noncompete agreements or provisions of any nature whatsoever. All contracts entered into by NPFE with another ESP for services at the Academy shall provide as such.
- (vii) The Academy Board and the NPFE may not substantially amend the management contract without the prior non-disapproval consent of the GVSU Designee. Whether or not substantial, the Academy shall submit to the GVSU Designee all amendments to the management contract prior to the execution of such amendment.
- (viii) NPFE hereby agrees, and shall provide in any contract with an ESP on behalf of the Academy that the ESP agrees to include in such contract the indemnification of GVSU language set forth in Section X(E).
- (ix) NPFE will conduct or oversee the conducting of criminal background and unprofessional conduct checks required by the law applicable to employees and contractors of a public school for all personnel and contractors assigned to work at an Academy site who would have to have been so checked had they been employed or contracted directly by the Academy. NPFE shall so provide in any contract it enters into with an ESP on behalf of the Academy and NPFE will annually certify its compliance with the requirements of this provision, and, upon request, will provide copies to the Academy or its designee of all background and unprofessional conduct checks performed.
- (x) The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement. NPFE will not act in a manner that will reasonably cause the Academy to be in material breach of the Contract such that GVSU threatens termination of the Contract in a writing delivered to the Academy. In the event that NPFE does not cure such breach within one academic year, such action by NPFE and subsequent failure to cure shall be considered cause to terminate this Agreement.

N. Additional Programs. The services provided by NPFE to the Academy under this Agreement consist of the Educational Program during the school year and the school day as set forth in the Contract, as the same may change from time to time. With prior approval of the Academy Board, NPFE may provide additional programs including, but not limited to, adult and community education, summer school, and other special programs. In such cases where NPFE is responsible for the cost of providing such additional programs, the Academy will reimburse NPFE the cost of conducting such programs. The Academy may also purchase additional services from NPFE at a mutually agreeable cost.

O. Annual Budget Preparation. NPFE will provide the Academy Board with a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., in a form reasonably satisfactory to the Academy Board and to GVSU. At a minimum, NPFE agrees to provide the following: (1) The budget shall contain object level detail and comply with public accounting standards applicable to public schools and public school academies in Michigan and required by applicable law. (2) 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. (3) The proposed budget shall be submitted to the Academy Board for approval not later than 7 days prior to the date when the approved budget is required to be submitted to GVSU. NPFE may not make deviations from the approved budget without the prior approval of the Academy Board.

P. Financial Reporting. On not less than a monthly basis, NPFE shall provide the Academy Board with monthly financial statements not more than thirty (30) 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 shall explain any variances from the approved budget, shall contain recommendations for necessary budget corrections and shall be prepared at least five (5) calendar days in advance of the Academy Board meeting to be available for Academy Board packets sent to Academy Board members in preparation for Academy Board meetings. NPFE shall provide special reports as necessary to keep the Academy Board informed of changing conditions.

Q. Operational Reporting. At least four (4) times per year NPFE will provide the Academy Board with comprehensive written reports, in a form reasonably acceptable to the Academy Board, detailing Academy operations, finances and student performance. In order to enable the Academy Board to monitor NPFE's educational performance and the efficiency of its operation of the Academy, upon the request of the Academy Board, NPFE 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) month after the request for the report is received by NPFE unless the Academy Board and NPFE mutually agree upon an extended timetable.

R. Good Conduct. NPFE, 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 NPFE and its agents and subcontractors.

S. Compliance with Section 503c. On an annual basis, NPFE agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

T. Compliance with Section 11.23 of Contract Terms and Conditions. NPFE shall make information concerning the operation and management of the Academy, including without

limitation the information described in Schedule 6 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.23(a) of the Contract Terms and Conditions.

ARTICLE IV OBLIGATIONS OF THE BOARD

A. 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 en route 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 NPFE 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.

B. 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.

C. Academy Employees. The Academy Board may employ such employees as it deems necessary, if any. The cost to employ Academy employees shall be paid by the Academy Board. This Paragraph does not apply to individuals employed by NPFE or any entity which NPFE subcontracts with to provide services pursuant to this Agreement. NPFE employees are the sole employees of NPFE and the Academy does not employ and is not the joint employer of NPFE employees assigned to the Academy.

D. Educational Consultants. The Academy Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of NPFE under this Agreement, if any. NPFE 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. NPFE shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Academy Board. The cost to employ an educational consultant shall be paid by the Academy Board.

E. 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.

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

G. 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 NPFE, 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.

H. Academy Funds. The Academy Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account may be Academy Board members and/or properly designated Academy Board employees or employees of NPFE as approved by the board. 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 NPFE to fulfill its obligations under this Agreement.

I. Governmental Immunity. Notwithstanding any provisions in this Agreement, the Academy Board shall determine when to assert, not assert, waive or not waive its governmental immunity.

J. Contract with GVSU. The Academy Board will not act in a manner which will cause the Academy to be in breach of the Contract.

ARTICLE V

Reserved.

ARTICLE VI FINANCIAL ARRANGEMENT

A. School Source of Funding. As a Michigan public school academy, the source of funding for the Academy is State School Aid payments based upon the number of 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 NPFE, with prior Academy Board approval, shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy and/or NPFE shall solicit and receive donations consistent with the mission of the Academy.
2. The Academy and/or NPFE may apply for and receive grant money, in the name of the Academy. NPFE shall provide advance notification to the Academy Board of any

grant applications it intends to make and receive Academy Board approval for the application prior to accepting any grant.

3. To the extent permitted under the Code, and with prior Academy Board approval, NPFE may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

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

C. Compensation for Services. The Academy shall pay NPFE an annual fee not to exceed 15% of the (a) per pupil foundation allowance which is a component of the state school aid that the Academy receives, directly or indirectly, from the State pursuant to the State School Aid Act of 1979, as amended, (“SSA”) for the particular students enrolled in the Academy, less (b) the amount the Authorizer receives for its oversight responsibilities, as described in the Contract (the “Fee”). Such Fee will not preclude the payment of additional compensation if additional compensation is permitted or specified elsewhere in this Agreement or in any other agreements between the parties (“**Additional Compensation**”, and together with the Fee, the “**Management Fee**”).

Notwithstanding any other provision of this Agreement, the total annual Management Fee payable to NPFE hereunder in any academic year shall not be less than nor shall exceed the amounts described in the table below, subject to change by written agreement of NPFE and the Academy depending upon changes in annual pupil enrollment:

<u>Academic Year</u>	<u>Projected Enrollment</u>	<u>Minimum Management Fee</u>	<u>Maximum Management Fee</u>
2021-2022	225	\$250,000	\$350,000
2022-2023	250	\$250,000	\$350,000
2023-2024	375	\$260,000	\$550,000
2024-2025	500	\$450,000	\$750,000
2025-2026	625	\$650,000	\$890,000

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

E. Payment of Educational Program Costs. In addition to the fee described in this Section, the Academy shall directly pay for or reimburse NPFE for all costs reasonably incurred in providing the Educational Program at the Academy other than NPFE overhead costs. 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 NPFE or through an entity with which NPFE subcontracts for staff, and marketing and development costs. Marketing development and personnel costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program. The Academy Board must be informed of the level of compensation and fringe benefits provided to employees of NPFE assigned to the Academy. The Academy Board shall reimburse NPFE bi-monthly for payroll costs and monthly for all other approved fees and expenses upon properly presented documentation and approval by the Academy Board. At its option, the Academy Board may advance funds to NPFE 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 within thirty (30) days. In paying costs on behalf of the Academy, NPFE shall not charge an added fee. Any costs reimbursed to NPFE 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 NPFE.

F. Financial Reporting. The fee due to NPFE shall be calculated for each school year at the same time as the board adopts the budget for the upcoming school year and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. NPFE shall receive its fee as calculated pursuant to the preceding sentence in eleven (12) installments beginning in July of each year and ending in June of each school year. Such installment amount shall be due and payable by the Academy within 24 hours of receipt by the Academy of its monthly SSA. The Academy agrees to electronically wire funds to NPFE's account. Payments due and owing to NPFE shall be made by the Academy to NPFE in full by the 20th day of the Academy receiving its monthly SSA and all school revenue. Failure by the Academy to compensate NPFE for the agreed upon fee and frequency, may constitute a direct breach of contractual responsibilities by the Academy, and may result in immediate cancellation of all management services and any other services provided by NPFE under this Agreement with or without prior notice. The Academy acknowledges and agrees that immediate cancellation by NPFE will still require the Academy to meet its financial obligations to NPFE as set forth in this Agreement.

G. Audit Report Information. NPFE will make all of its financial and other records related to the Academy and necessary for the conduct of the annual audit available to the Academy and the independent auditor selected by the Academy Board.

H. Other Financial Relationships. Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and NPFE shall be contained in a document separate from this Agreement. NPFE 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.

I. Access to Records. NPFE shall keep accurate financial, educational and student records pertaining to its operation of the Academy, together with all Academy financial records prepared

by or in the possession of NPFE, 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 NPFE are Academy property and are required to be returned by NPFE to the Academy upon demand, provided that NPFE may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. NPFE 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 GVSU's or the public's access to these records under applicable law or the Contract.

ARTICLE VII PERSONNEL AND TRAINING

A. Personnel Responsibility. The Academy understands and agrees that NPFE will be the employer of record of all worksite staff but may subcontract the Human Resources functions, personnel responsibilities, and the provision of Worksite Staff to an approved subcontractor. The Worksite Staff shall be employees of NPFE and shall not be employees of The Academy. Notwithstanding the above, NPFE shall, in cooperation with the Academy, and subject to the Contract and Academy Board policies, recommend staffing levels to the Academy Board. NPFE shall inform the Academy Board of and the Academy Board must approve the level of compensation and fringe benefits provided to Worksite Staff assigned by the Academy. Worksite Staff shall include all human services provided to or for the benefit of the Academy other than human services which are overhead of NPFE the cost of which are NPFE's sole responsibility.

B. Principal. The Academy and NPFE agree that the Principal of the Academy will be an employee of NPFE. The Academy agrees that NPFE will have the authority, consistent with state law, to select and supervise the Principal. The employment contract with the Principal will be determined by NPFE. NPFE agrees that the Principal will hold all certifications required by the Code and other applicable state law. The Principal shall provide the Academy Board with monthly reports regarding the status of the Educational Program of the Academy.

C. Teachers. The Academy Board, with input from NPFE, shall determine the number of teachers, applicable grade levels, and subjects taught in the Academy. NPFE, shall provide the Academy with the necessary teachers, qualified in the grade levels and subjects required, as established by the Academy Board in accordance with the Academy Board approved budget and Contract. The curriculum taught by the contracted teachers shall be the curriculum set forth in the Contract and developed by NPFE or its subcontractors. NPFE agrees that every teacher assigned to the Academy, shall hold a valid teaching certificate issued by the State Board of Education in accordance with the Code, be highly qualified as required by the NCLB, or be credentialed as may otherwise be required or permitted by applicable law.

D. Support Staff. The Academy Board, with input from NPFE, shall determine the number and functions of support staff required for the operation of the Academy. NPFE shall provide the Academy with such support staff as required by the Academy Board in accordance with the Academy Board's approved budget. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, accounting and finance staff, HR staff, recruiting, student enrollment staff, parent engagement staff, maintenance and custodial personnel and the like.

E. Employer of Personnel. NPFE shall be the employer of record for all worksite staff. The Academy and NPFE understand and agree that substitute teachers and other substitute instructional staff may be provided through an authorized subcontractor as determined by NPFE..

"Compensation" shall include salary, fringe benefits, and state and federal tax withholdings. Pursuant to the contract between NPFE and The Academy NPFE shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, rule, court or administrative decision, or an Attorney General's opinion, NPFE shall not make payments to the Michigan Public School Employees' Retirement System ("MPERS") or any other public retirement system on behalf of the Worksite Staff.

F. Criminal Background Checks. NPFE acknowledges and agrees that the Academy is subject to Michigan Public Act 84 of 2006, as amended (hereafter "**PA 84 of 2006**"), and NPFE shall have its agents, employees, representatives, or agents, employees or representatives of its subcontractor, who will be regularly and continuously performing services on the Academy's premises, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, within the timelines required by law. NPFE further agrees to provide the Academy with a copy of all fingerprinting and criminal history background reports promptly upon receipt of same. Additionally, NPFE represents and warrants to the Academy that it will at all times during the term of this Agreement comply with the provisions of PA 84 of 2006, including, but not limited to, reporting to the Academy within 3 business days of when it, or any of its agents, employees, representatives, or subcontractors' employees who will be regularly and continuously employed on the Academy's premises, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Code, being MCL 380.1535a(1) and 380.1539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006, and to immediately report to the Academy if that person is subsequently convicted, pleads guilty or pleads no contest to that crime.

NPFE shall likewise conduct or be responsible for, or cause its subcontractor on behalf of the Academy, to conduct unprofessional conduct checks required by MCL 380.1230b.

The parties agree that the Academy shall be responsible for all costs associated with the criminal history checks, criminal records checks and unprofessional conduct checks required pursuant to the terms of this Agreement, which are accomplished in order to comply with Sections 1230, 1230a and 1230b of the Code and all costs associated with compliance with this section of the Agreement.

The Academy agrees to reasonably cooperate with NPFE and its subcontractor in the discharge of NPFE's responsibilities under this section.

G. Training. NPFE shall be responsible for ensuring that all Worksite Staff assigned to work at the Academy including, the Principal, Assistant Principal, teachers and paraprofessionals, receive training required by law and which is consistent with the Academy mission, either by NPFE or its subcontractor.

H. Basic Instructional Supplies. NPFE shall insure, provided sufficient revenues are allocated therefore in the Budget adopted by the Academy Board, that the Worksite Staff, including the Principal, Assistant Principal, teachers and other instructional staff have access to those basic educational supplies necessary to deliver the Educational Program and shall establish a procedure for the Worksite Staff to present claims that basic educational supplies are not being provided. Disputes that have not been resolved by NPFE shall be presented to the Board for final resolution.

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 this Agreement in the event that NPFE should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than thirty (30) 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 this Agreement and the Contract (which failure is not attributable to the Academy Board); a violation of the Contract or of applicable law and any action or inaction by NPFE that places the Contract in reasonable jeopardy of revocation, termination or suspension as discussed above. In order to terminate this Agreement for cause, the Academy Board is required to provide NPFE with written notification of the facts it considers to constitute material breach. NPFE has not less than thirty (30) days after written notice from the Academy to remedy this breach. After the period to remedy the material breach has expired, the Academy Board may terminate this Agreement by providing NPFE with written notification of termination.

B. Termination by NPFE for Cause. This Agreement may be terminated by NPFE for cause prior to the end of the term specified in this Agreement in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than thirty (30) days after notice from NPFE. 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 payments to NPFE as required by this Agreement or a failure to give consideration to the recommendations of NPFE regarding the operation of the Academy; a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, or upon suspension or revocation of the Contract which NPFE reasonably determines is not capable of resolution,

NPFE is required to provide the Academy Board with written notification of the facts it considers to constitute material breach and provide the Academy with thirty (30) days to remedy this breach. After the period to remedy the material breach has expired, NPFE may terminate this Agreement by providing the Academy Board with written notification of termination. In addition, NPFE may terminate this Agreement with cause prior to the expiration of the Term in the event the Academy fails to adopt reasonable recommendations regarding the personnel, curriculum, educational program, operations and financials inconsistent with the professional recommendations of NPFE.

C. Revocation or Termination of Contract.

(a) If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties.

(b) The Academy shall pay to NPFE all amounts due and owing for services provided up to the date of termination and, on a per-diem basis, for any services that NPFE, in its sole discretion, elects to provide to the Academy following termination. The Academy shall also provide in any dissolution plan for the compensation of NPFE for any services which NPFE may perform as part of the dissolution process.

D. Termination by Either Party Without Cause. If NPFE and the Academy Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, either party may elect to terminate the Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least ninety (90) calendar days prior to the termination date and provides the other party with an opportunity within that period to negotiate an agreement on the educational policies at issue.

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. If the parties are unable or unwilling to renegotiate the terms within thirty (30) days after the notice, the party requiring the renegotiation may terminate this Agreement upon thirty (30) days further additional 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 this Agreement, absent unusual and compelling circumstances, the termination will not become effective until the end of that school year.

G. Rights to Property Upon Termination. Upon termination of this Agreement all equipment, whether purchased by the Academy or by NPFE with state school aid funds or other funds secured by the Academy, shall remain the exclusive property of the Academy. NPFE 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 NPFE with NPFE funds. Fixtures and building alterations shall not become the property of NPFE.

H. Transition. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, NPFE shall provide the Academy reasonable assistance for up to 90 days after the effective date of the termination to allow a transition to another education service provider, provided the Academy pays NPFE a reasonable per-diem rate negotiated at the time of transition.

Notwithstanding any of the foregoing, upon the expiration or any termination hereof, all accrued but unperformed obligations of a party shall remain such obligor party's continuing legal obligation until fully performed or waived in writing by the other party. All representations, warranties, and indemnities made in this Agreement shall survive termination of this Agreement.

I. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under 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 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the ESP shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution. Notwithstanding, in the event this agreement is terminated pursuant to the preceding sentence, all fees earned and expended on behalf of The Academy will become due and immediately payable.

ARTICLE IX PROPRIETARY INFORMATION

A. Confidential Information and Proprietary Rights. The parties hereby agree and acknowledge that, in the course of performing this Agreement, certain confidential information or trade secrets, including, but not limited to, know-how, curriculum design and implementation, operational techniques, technical information, computer software, training materials, training methods and practices, all of which are considered to be confidential in nature (the "**Confidential Information**") may be disclosed to one another. The parties therefore agree, subject to the requirements and/or limitations of the Contract, MCL §380.502(3), the Freedom of Information Act or any other applicable law, that any Confidential Information communicated to or received or observed by a party hereto shall be in confidence and not disclosed to others or used for such party's benefit without the prior written consent of the other party. In addition, all Confidential Information disclosed to or observed or received by a party shall at all times remain the property of such party, and all documents, together with any copy or excerpt thereof, shall be promptly returned to such party upon request. The parties acknowledge and agree that this provision shall survive the termination or expiration of this Agreement.

The parties acknowledge and agree that the Academy owns all proprietary rights to curriculum or educational materials that (i) are developed and/or paid for by the Academy; or (ii)

developed by NPFE at the direction of the Academy Board, except that NPFE owns all curriculum or educational materials copyrighted by NPFE. Notwithstanding the foregoing, educational materials and teaching techniques used by the Academy may be subject to disclosure under the Revised School Code, the Contract or the Michigan Freedom of Information Act to the extent required thereby.

ARTICLE X INDEMNIFICATION

A. Indemnification of NPFE. To the extent permitted by law, the Academy shall indemnify and hold NPFE (which term for purposes of this Paragraph A, includes NPFE's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy Board contained in or made pursuant to this Agreement. In addition, to the extent permitted by law, the Academy shall reimburse NPFE 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 amount acceptable to NPFE.

B. Limitations of Liabilities. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement, including but not limited to, its assertion of governmental immunity.

C. Indemnification of the Academy. NPFE shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Academy's officers, directors, board members, 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 NPFE or its subcontractors with any agreements, covenants, warranties, or undertakings of NPFE contained in or made pursuant to this Agreement, including any and all employment related claims, demands or suits by NPFE or its subcontractors' employees, former employees or applicants; and any misrepresentation or breach of the representations and warranties of NPFE contained in or made pursuant to this Agreement. In addition, the NPFE 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 NPFE and its subcontractors, Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which NPFE may incur and which arise out of the negligence of the Academy's Board of Directors, officers, employees, agents or representatives. NPFE 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 NPFE's directors, officers, employees, agents or representatives, or subcontractors.

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

ARTICLE XI INSURANCE

A. Insurance of the Academy. The Academy shall maintain insurance coverage in the amounts required by the Contract, including the indemnification of NPFE provided by this Agreement. In the event that the insurance carrier for the Academy's Authorizer requests changes in the coverage identified in the Contract, the Academy agrees to comply within thirty (30) days after written notice of the insurance coverage change. The Academy shall, upon written request, present evidence to NPFE that it maintains the requisite insurance in compliance with the provisions of this paragraph. NPFE shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s) or the Contract.

B. Insurance of NPFE. NPFE shall secure and maintain general liability insurance with the Academy listed as an additional insured. NPFE shall maintain insurance coverage in an amount and on such terms as are reasonably acceptable to the Academy Board and as required by the Contract, including the indemnification of the Academy provided by this Agreement. NPFE shall, upon written request, present evidence to the Academy 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 NPFE under NPFE's policy with its insurer(s).

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

of the Academy or NPFE must maintain workers' compensation insurance as required by law, covering their respective employees.

D. Other Insurances. Each party shall obtain Employer Practices Liability Insurance that does not exclude abuse, sexual molestation or sexual harassment. In addition, each party agrees to obtain a policy of general liability insurance for a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate and to be responsible for the payment of any deductible under the Policy(ies). The parties agree that any contract with a subcontractor shall contain similar insurance requirements.

E. Additional Insureds. Each party shall be named as an Additional Insured under all applicable policies to the extent permitted under the policies of insurance. All policies of insurance required herein shall provide that all additional insureds shall be notified in writing at least thirty (30) days prior to the modification or cancellation of any such policy and each party, to the extent reasonable, shall comply with the information and/or reporting requirements of the other's insurers.

ARTICLE XII WARRANTIES AND REPRESENTATIONS

A. Academy Warranties and Representations. The Academy Board represents that on behalf of and in the name of the Academy, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Academy Board warrants 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.

B. NPFE Warranties and Representations. NPFE warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. NPFE will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist NPFE in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The Academy and NPFE mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XIII MISCELLANEOUS

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

B. Force Majeure. Notwithstanding any other provision of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to

war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control.

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 NPFE: New Paradigm for Education
 1903 Wilkins
 Detroit, MI 48207
 Attn: Ralph Bland

With a copy to: Ann Vanderlaan
 Clark Hill PLLC
 500 Woodward Ave, Suite 3500
 Detroit, MI 48226

If to the Academy: Attn: Board President
 New Paradigm College Prep
 4001 29th Street
 Detroit, MI 4821

With a copy to: George P. Butler
 Dickinson Wright PLLC
 500 Woodward Avenue, Suite 4000
 Detroit, MI 48226

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 and supersedes and replaces any prior Management Services Agreement between the parties, and the parties shall have no further rights or obligations under that agreement. Any modification to this Agreement must be made in writing, approved by the Academy Board and NPFE, and signed by a duly authorized officer. In addition, any modification to this Agreement must be submitted to GVSU prior to approval and execution.

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. No Assignment. Neither party may, without the prior written consent of the other party, assign or transfer this agreement nor any obligation incurred hereunder and any attempt to do so in contravention of this Agreement shall be void and of no force and effect.

I. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this agreement be modified by a court of competent jurisdiction such that it may be fully enforced, then that provision shall be fully enforced as modified.

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

K. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to NPFE 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.

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

M. Warranties and Representations. Both the Academy and NPFE 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.

N. Condition precedent. Notwithstanding anything in this Agreement to the contrary, the parties expressly agree and acknowledge that the effectiveness of this Agreement is expressly contingent upon the condition precedent that the Contract issued by the Authorizer to the Academy has been duly executed, delivered and continued by reauthorization or other effective process at all material times.

O. Unusual Events. The Academy and NPFE agree to immediately notify the other of any known or threatened health, safety or other event or incident, of any anticipated or known labor, employee or funding problems or any other problems or issues that could adversely affect the performance of this Agreement by either party.

P. 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 southeastern Michigan as mutually agreed by the parties. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The cost of arbitration, not including attorney fees, shall be split by the parties. Each party shall pay its own attorney fees and costs of experts.

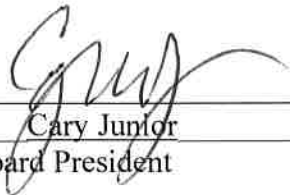
Q. Modification to Conform to Changed GVSU Policies. The parties intend that this Agreement shall comply with all of GVSU's requirements and policies applicable to educational service providers, as the same may be amended or changed from time to time. In the event that changes in GVSU's requirements or policies applicable to educational service providers implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict with the revised policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised by GVSU of the changes to its policies.

R. Execution and Delivery. Each party represents and warrants to the other that it has undertaken all necessary corporate or organizational actions required to give it full power, authority and right to execute, deliver and perform its obligations under this Agreement and, that the individual signing this Agreement on its behalf is authorized to do so pursuant to its governing documents.

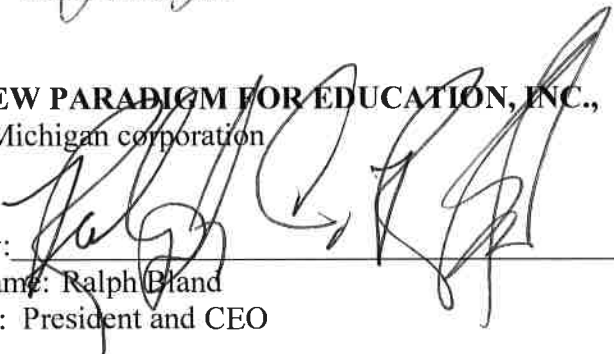
[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered as of the date first above written.

NEW PARADIGM COLLEGE PREP,
a Michigan public school academy

By: 
Name: Cary Junior
Its: Board President

NEW PARADIGM FOR EDUCATION, INC.,
a Michigan corporation

By: 
Name: Ralph Bland
Its: President and CEO

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Academic Achievement

As measured by the state assessment, the school's percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready as reported by the Michigan Department of Education will meet or exceed the select peer schools' mean reported percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready. Select peer schools are the set of school buildings determined annually by GVSU to be the most demographically, socioeconomically, programmatically, and geographically similar to the school.

Academic Growth

As measured by the state assessment, the school's mean student growth percentile rank in English language arts and math will meet or exceed the select peer schools' mean student growth percentile rank. Select peer schools are the set of school buildings determined annually by GVSU to be the most demographically, socioeconomically, programmatically, and geographically similar to the school.

Date: June 23, 2021



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the ^{New Paradigm College Prep} Board of Directors at a properly noticed open meeting held on the 21st day of May, 2021, at which a quorum was present.



Board Secretary

SCHEDULE 7-2

CURRICULUM

The Academy will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.

CURRICULUM DESCRIPTION

New Paradigm College Prep



Curriculum Description

Course Matrix

GRADE	READING	MATH	WRITING	SCIENCE	SOCIAL STUDIES	PHYS. ED.	FINE / PERFORMING ARTS
K	X	X	X	X	X	X	X
1	X	X	X	X	X	X	X
2	X	X	X	X	X	X	X
3	X	X	X	X	X	X	X
4	X	X	X	X	X	X	X
5	X	X	X	X	X	X	X
6	X	X	X	X	X	X	X
7	X	X	X	X	X	X	X
8	X	X	X	X	X	X	X

New Paradigm For Education exists to prepare students entrusted to our care for a future as compassionate and caring global citizens and successful life-long learners. Academic development is achieved in a dignified and supportive environment that incorporates diversity, family, staff, and community partnerships, in pursuit of educational excellence.

College Readiness

NPFE provides a rigorous curriculum and develops non-academic factors that contribute to our students' success in college. Responsibility, strong character, and self-study skills are developed through systematic programming and simulated activities aligned to state and national standards.

Student Supports

NPFE meets students "where they are" and creates individualized learning plans to provide direction for academic success. Full scale support services including blended learning instruction, life coaches, school day and after-school tutors and counseling to name a few.

When children, teachers, and parents know what is expected of them, they are better able to meet those expectations. With this in mind, a total curriculum based on Michigan's Core Curriculum, has been developed for New Paradigm For Education. The State Board of Education has developed the Core Curriculum Expectation, which contains objectives in language arts, mathematics, social studies, science, technology, visual arts, music, health, forensic, and physical education, and Foreign Language. The overviews of objectives listed in this document were developed in correlation with MDE expectations.

READING

Kindergarten: KinderCorner (Success For All)

KinderCorner is a comprehensive kindergarten program based on research indicating that young children learn best when material is delivered holistically rather than in isolation. Using a thematic approach to learning, it addresses all key developmental for early learners. KinderCorner helps children make sense of the world around them, fostering the development of their language, literacy math, and interpersonal and self-help skills, as well as science and social studies concepts. KinderCorner is aligned to the Common Core state standards for literacy. It ensures that every child enters the first grade with the language skills, early literacy, numeric concepts, social skills, self-help skills and self-confidence necessary for success in the elementary grades.

KinderCorner provides kindergartners with the same type of experiential and child-centered curriculum that is the foundation of PreK. KinderCorner provides a balance between child-initiated activities and teacher-directed instruction, with emphasis given to oral-language and literacy development. It consists of 16 thematic units that are designed to relate to children's lives, interests and surroundings, and introduce them to concepts that are then explored and reviewed through concrete, integrated, theme-related activities.

KinderCorner specifically targets language and literacy development through the discussion of thematic concepts to promote the children's phonological awareness, phonemic awareness and oral-language development. These activities include interactive storytelling, action songs and rhymes, and verbal guessing games. Each day, children choose learning labs and engage in reflection activities to promote their problem-solving skills. Students also read KinderCorner concepts-of-print books, which helps them to develop phonics and other reading-readiness skills.

Beginning halfway through the school year, formal reading instruction is introduced through KinderRoots. With fun lessons and shared stories, students are exposed to the use of sound blending, and strategies for word recognition and text comprehension as they read phonetically controlled text.

Lesson Components

GREETINGS, READINGS, & WRITINGS

welcomes children into the classroom to begin the day with reading, writing, and other meaningful activities.

GATHERING CIRCLE

settles children into a sharing time to promote oral-language development and a sense of community. They learn vocabulary and thematic concepts for the day. Kindergartners are introduced to Getting Along Together skills and strategies that carry on through later grades.

THEME EXPLORATION

introduces the daily content focus through the Daily Message. Students explore thematic concepts through books, background videos, vocabulary, and other interactive activities.

RHYME TIME

promotes phonological and phonemic awareness and supports theme-related vocabulary through rhymes, songs, and games.

STORY TELLING AND RETELLING (STAR)

engages children in wonderful, age-appropriate literature as they make predictions, recall events, and learn new, theme-related vocabulary. The children retell and act out the story and learn story elements through high-level questions.

LEARNING LABS

engages children in play and hands-on exploration as they build their own understandings of thematic concepts and math and literacy skills.

15-MINUTE MATH

engages students in a brief, daily routine of mathematics activities connected to everyday situations.

SNACK/OUTSIDE/GROSS-MOTOR PLAY

enhances children's interpersonal, self-help, and gross-motor skills through interactions with peers and adults.

STEPPING STONES AND KINDERROOTS

provide structured reading instruction. Stepping Stones activities expose children to letter-sound connections, sound blending, segmenting, and concepts of print. The children are then introduced to the KinderRoots Shared Stories to engage in partner reading and repetition of phonetically regular text.

MATH

emphasizes number-concept awareness and math-skills development as students construct their understanding of mathematics by engaging in hands-on, language-based, problem-solving activities.

LET'S DAYDREAM

provides poetry or beautiful prose filled with imagery that children listen to as they rest.

WRITE AWAY

has children writing about whatever they wish or responding to theme-related suggestions by the teacher.

LET'S THINK ABOUT IT

reinforces skills and concepts that children have learned during the day.

HOME LINK

promotes family involvement in children's education through an activity that links what children learn at school with their life outside of school.

Kindergarten teachers receive all the necessary instructional materials to implement the KinderCorner program, including:

- A KinderCorner Teacher's Manual that provides an overview of the program, including chapters on the curriculum components, teaching reading, teaching strategies, family and teacher support, and assessment.
- Sixteen theme guides, the backbone of KinderCorner, providing daily lesson plans, materials lists, objectives, vocabulary, a detailed description of each component and a letter for parents.
- Four kits containing children's books, posters and other manipulative materials that introduce and support the concepts and vocabulary of each theme.
- Concepts-of-print books. In the early units, students develop reading-readiness skills as they read two colorful concepts-of-print books each week. The books are then sent home to be shared with families. Many of the books are accompanied by colorful Big Book versions to help teachers focus on punctuation and other print features. In later units, Big Books are provided to teach thematic concepts.
- Nineteen KinderCorner Shared Stories. A powerful literacy strand includes colorful stories with decodable text. Children's versions help them build a library at home as they master reading.
- Multimedia support – available on DVD or as software for interactive-whiteboard users – offers many fun and engaging videos to accompany instruction.
- Interactive-whiteboard software that comes loaded with audio and visual supports to enhance instruction.*
- Rhyme cards, phonics picture cards, activity cards and posters support instruction of new concepts, concepts of print, and/or the children's practice of skills (sorting, classifying and so on).
- Commercial CDs that enhance lessons with fun rhymes and popular songs.
- Math Home Link pages that the children take home to practice their math skills.
- Access to online data tools that assist in tracking student progress and skill mastery.

1st Grade: Roots (Success For All)

Reading Roots 4th Edition is a 90-minute comprehensive program that targets the needs of beginning readers. It is a research-based beginning-reading program that provides a strong base for successful reading through systematic phonics instruction, supported by decodable stories, along with instruction in fluency and comprehension. Reading Roots 4th Edition is aligned to the common core state standards and targets phonemic awareness, phonics and oral language development beginning in first grade.

Reading Roots also fosters students' love of reading by providing rich literature experiences, extensive oral-language development and thematically focused writing instruction. These objectives are embedded in a fast-paced, engaging and highly effective instructional process.

Students are assessed and regrouped for reading instruction with other students at their reading level every quarter to ensure that they receive the most focused instruction. Students are regrouped across grade and class lines so teachers have the advantage of working with readers at a single instructional level. Reading Roots is built around 48 lessons. Separated into four levels, it supports concept development in oral-language development, phonemic awareness, phonics, word skills, fluency and writing. Second and third grade nonreaders can be regrouped into Reading Roots classes.

Reading Roots provides a strong base for successful reading with its emphasis on systematic phonics instruction through FastTrack Phonics. This instruction is supported by decodable stories, and instruction in fluency and comprehension. Reading Roots also fosters students' love of reading by providing rich literary experiences, extensive oral-language development and thematically focused writing instruction.

Reading Roots lessons feature the following parts:

FASTTRACK PHONICS

FastTrack Phonics is a process designed to review and introduce sounds and their written representations through teacher molding with puppets, chants, and games that keep students engaged.

SHARED STORIES

Shared Stories allow teachers to present new meanings and vocabulary and then guides students through reading with their partners, adding teacher text where necessary. Colorful Shared Story books are used by students to develop their decoding, fluency, and comprehension skills.

STORY TELLING AND RETELLING (STAR)

STaR promotes vocabulary and oral-language development through activities, which include: Story Preview, Interactive Story Reading, Story Structure Review, Story Review, Interactive Story Retell, and Story Critiques. Going through the STaR sequence teaches students predicting, clarifying, questioning, summarizing, and visualizing strategies.

LANGUAGE LINKS

Language Links lessons focus on specific skills, like characterization, as applied to their reading. After teacher modeling and guided group practice, using a variety of vocabulary and sentence structures, students complete specific discussion tasks with their partners, teaching them how to use higher-order thinking skills to engage in authentic discussion.

ADVENTURES IN WRITING

Through the Adventures in Writing component, students are able to connect their reading and writing experiences while learning to use a writing process based on the following six steps: prewriting, planning, drafting, checking, polishing, and celebrating.

Reading Roots 4th Edition includes all the elements needed to ensure success: teacher manuals, student materials, initial training for teachers, intensive onsite and telephone coaching, and tools to monitor students progress.

In addition, the following award-winning videos are included to engage and motivate students:

- The Animated Alphabet – cartoons that teach letter-sound correspondence
- The Sound and the Furry – skits starring Alphie the Alligator and his puppet friends help students hear and say sounds in words, blend words, spell, read fluently and comprehend what they read.
- Word Plays – video skits that teach the vocabulary from the SFA Shared Stories that are particularly helpful for English language learners.

Reading Roots 4th Edition–Interactive includes a CD of interactive lessons to be used with a whiteboard*. Highlights of Reading Roots 4th Edition–Interactive include:

- All media traditionally used with the Roots program (letter key cards, picture cards, word cards, animations, puppet skits, word plays, etc.), tightly integrated into lessons so they can be managed and presented by the teacher simply by tapping and dragging on the whiteboard.
- The ability to independently choose a lesson from the CD to reteach a reading lesson.
- New computer activities – such as Break-It-Down, Stretch and Read, and Quick Erase – to ensure student motivation and engagement.
- Brief professional-development clips that model each lesson segment.

2nd – 8th Grades: Wings (Success For All)

Reading Wings 4th Edition is a research-based reading curriculum that provides 90-minute daily lessons and targets the needs of students reading on a second- through sixth-grade level who have successfully learned to decode but need to develop more sophisticated reading skills. Reading Wings 4th Edition targets comprehension, vocabulary and a love of reading, and is fully aligned to the Common Core state standards.

To ensure that students become proficient readers, Reading Wings uses Success for All's core instructional structures to target vocabulary development, reading comprehension, fluency, oral-language development and written expression by providing students ample opportunities to work with both narrative and expository text.

Targeted Treasure Hunts, a key component of the Reading Wings program, provides instruction focused on targeted reading skills and strategies. All the instruction accompanying each five- or six-day lesson cycle centers around a narrative or expository trade book or basal selection, allowing for background building, specific and technical vocabulary development, utilization of targeted skills, team discussion, relevant writing activities and assessment. Reading Wings also supports reading comprehension through the Savvy Reader. This provides intensive, engaging introductions to each of the four core comprehension strategies – clarifying, questioning, predicting, and summarizing. Additional Savvy Reader lessons provide comprehension strategy instruction throughout the year, reinforced through Targeted Treasure Hunts.

Reading Wings lessons feature the following parts:

TARGETED TREASURE HUNTS

Targeted Treasure Hunts provide instruction in targeted comprehension skills and include vocabulary, fluency, and writing instruction and practice; strategy application continues through the student routines.

TARGETED-SKILL INSTRUCTION

Targeted-skill instruction falls into one of three stages: introduction and definition, prompt and reinforce, or independent use. Program scopes and sequences specify this level and gradually increase level and student responsibility within and across grade levels as they become more adept and independently skillful readers.

THE SAVVY READER

The Savvy Reader provides direct instruction in and practice with specific strategies to engage students and improve their comprehension and overall reading experience. Strategies include clarifying, questioning, predicting, and summarizing.

TIGRRS

TIGRRS provide students with a clear process for understanding expository text.

FLUENCY IN FIVE

During Fluency in Five, teachers model fluency and/or a lack of certain fluency skills to prepare students for partner practice and to earn a fluency score. Students gain further practice by giving feedback through the use of a fluency rubric during video in select lessons.

WORD POWER

Word Power introduces students to word-study skills in all lessons. Word Treasures and visual clues aid students at all levels to understand skills from prefixes to suffixes through Greek and Latin roots and address many standards in the common core.

BOOK CLUB

Book Club allows students to celebrate their self-selected reading! This is the time to showcase what they have read in a creative activity!

ADVENTURES IN WRITING

Through the Adventures in Writing component, students are able to connect their reading and writing experiences while learning to use a writing process based on the following seven steps: planning; drafting; sharing, responding, and revising; editing; rewriting; and celebrating.

Each teacher receives a comprehensive teacher's guide and well-organized lesson guides, powerful video clips for students that introduce critical skills, print and video materials for peer-supported professional development, and ongoing coaching from experienced SFA staff. Reading Wings 4th Edition interactive whiteboard lessons are provided as ActivInspire flipchart files.

MATHEMATICS

K – 5th Grades: Eureka Math

Eureka Math is a complete, PreK–12 curriculum and professional development platform. It follows the focus and coherence of the Common Core State Standards and carefully sequences the mathematical progressions into expertly crafted instructional modules.

The new standards and progressions set the frame. But the instructional shifts that teachers must make to achieve the rigor contained in the CCSS-M is what shaped every aspect of the curriculum. Nowhere are the instructional shifts more evident than in the fluency, application, concept development, and debrief sections that characterize lessons in the PreK–5 grades of *Eureka Math*. Similarly, Eureka's focus in the middle and high school grades on problem sets, exploration, Socratic discussion, and modeling helps students internalize the true meaning of coherence and fosters deep conceptual understanding.

The curriculum is distinguished not only by its adherence to the CCSS. *Eureka Math* is based on a theory of teaching math that is proven to work. That theory posits that mathematical knowledge is conveyed most effectively when it is taught in a sequence that follows the “story” of mathematics itself. This is why we call the elementary portion of *Eureka Math* “A Story of Units,” followed by “A Story of Ratios” in middle school, and “A Story of Functions” in high school. Mathematical concepts flow logically from one to the next in this curriculum.

The sequencing has been joined with methods of instruction that have been proven to work, in this nation and abroad. These methods drive student understanding beyond process, to deep mastery of mathematical concepts. The goal of *Eureka Math* is to produce students who are not merely literate, but fluent, in mathematics.

As extensive as these resources are, ***Eureka Math* is not meant to be prescriptive**. Rather, it is offered as a basis for teachers to hone their own craft. Great Minds believes deeply in the ability of teachers and in their central, irreplaceable role in shaping the classroom experience. To support and facilitate that important work, *Eureka Math* includes:

- Scaffolding Hints—helping teachers support Response to Intervention (RTI).
- Embedded Video—demonstrating classroom practices.
- Consistent Lesson Structure—allowing teachers to focus energy on engaging students in the mathematical story.
- Convenient Interactivity—progressions-based search functionality to permit navigation between standards and related lessons, linking all lessons in a particular standards strand or mathematical progression, and learning trajectory. This functionality also helps teachers identify and remediate gaps in prerequisite knowledge, implement RTI tiers, and provide support for students at a variety of levels.

The latest K–8 reviews from EdReports.org, the independent nonprofit specifically established to vet K–12 curricula, found that Eureka Math remains the clear leader among 20 reviewed math curricula for its focus/coherence, rigor, and usability. EdReports.org released its initial K–8 reviews of widely used math curricula in March 2015. But after pushback from the textbook establishment, it modified its criteria for determining if a curriculum is aligned to the Common Core State Standards and then re-reviewed low-scoring curricula. Since the initial ratings, the organization has released three additional rounds of reviews, the latest this month. Out of 70 possible points per grade, Eureka Math's curricula for elementary grades average 63.0 points, while the next nearest competitor averages just 38.3. In middle school, Eureka Math scores 55.0 points on average, with the nearest competitor scoring 38.3.

Eureka Math connects math to the real world in ways that take the fear out of math and build student confidence—while helping students achieve true understanding lesson by lesson and year after year. The team of teachers and mathematicians who wrote Eureka Math took great care to present mathematics in a logical progression from PK through Grade 12. This coherent approach allows teachers to know what incoming students already have learned and ensures that students are prepared for what comes next. When implemented faithfully, Eureka Math will dramatically reduce gaps in student learning, instill persistence in problem solving, and prepare students to understand advanced math.

Eureka Math serves teachers, administrators, parents, and students with a comprehensive suite of innovative curriculum, in-depth professional development, books, and support materials for everyone involved.

What Eureka Math is and is not

Using real-world problems	<i>Not</i> endless exercises without context
Understanding why	<i>Not</i> isolated memorization
Explaining your reasoning	<i>Not</i> working alone
Doing math in your head	<i>Not</i> relying on a calculator

“Aligned” is not enough

While many curricula and textbooks on the market today describe themselves as being “aligned” with the new standards, the content is virtually unchanged from the past. Publishers have merely associated elements of the outdated content with various new standards. *Eureka Math* was developed specifically to meet the new standards.

Better design yields better results

It’s not enough for students to know the process for solving a problem; they need to understand why that process works so they can use it anytime. Teaching mathematics as a story, *Eureka Math* builds students’ knowledge logically and thoroughly to help them achieve deep understanding. While this approach is unfamiliar to those of us who grew up memorizing mathematical facts and formulas, it has been tested and proven to be the most successful method in the world.

6 – 8th Grades: Illustrative Mathematics

Mathematics is not a spectator sport. Driven by student discourse, IM Certified™ curricula are rich, engaging core programs built around focus, coherence, and rigor. Trusted, expert-authored materials were developed to equip all students with the skills they need to thrive in mathematics and are delivered by IM Certified Distribution Partners.

The Illustrative Mathematics curriculum fully meets the core standards using an instructional design that supports teachers in making the content accessible to all learners. The IM 6–8 Math certified curriculum is built on research-based principles to ensure teachers have the tools needed to facilitate student success.

Developing Conceptual Understanding and Procedural Fluency

As each unit progresses, students are systematically introduced to representations, contexts, concepts, language, and notation. As their learning progresses, they make connections between different representations and strategies, consolidating their conceptual understanding, and see and understand more efficient methods of solving problems, supporting the shift toward procedural fluency. The distributed practice problems give students ongoing practice, which also supports developing procedural proficiency.

Applying Mathematics

Students have opportunities to make connections to real-world contexts throughout the materials. Carefully chosen anchor contexts are used to motivate new mathematical concepts, and students have many opportunities to make connections between contexts and the concepts they are learning.

The Five Practices

Selected activities are structured using *Five Practices for Orchestrating Productive Mathematical Discussions* (Smith & Stein, 2011).

Task Purposes

Different instructional tasks serve different purposes. Examples include:

- provide experience with a new context
- introduce a new concept and associated language
- introduce a new representation
- formalize the definition of a term for an idea previously encountered informally
- identify and resolve common mistakes and misconceptions
- practice using mathematical language
- work toward mastery of a concept or procedure
- provide an opportunity to apply mathematics to a modeling or other application problem

WRITING

K – 8th Grades: Write Source (Houghton-Mifflin-Harcourt)

Write Source is the only personalized K–12 print and digital program that supports Common Core writing standards. Engaging online technology prepares students to master the writing process, key writing forms, Six Traits, grammar, usage, and mechanics. Write Source provides instruction, practice, and assessment designed to promote student success.

When the Common Core State Standards for English/Language Arts were created, the developers envisioned that the standards would “help ensure that all students are college and career ready in literacy” and would “lay out a vision of what it means to be a literate person in the twenty-first century.” Write Source provides a language arts program with the instructional depth and breadth to meet these lofty challenges. As the only K–12 writing series, Write Source offers students continuity and grade appropriate skills from level to level to ensure that they will be “college or career ready” by the time they complete the final level in Write Source. With Write Source, students will engage in all aspects of writing and language literacy, from writing for different purposes to responding to nonfiction and fiction, and from conducting meaningful research (both in print and online), to understanding the conventions of the language. The vision of the Common Core Writing Standards developers is the vision of Write Source—that today’s young learners become equipped with the literacy skills needed to face the challenges of the 21st century

Integrated Approach: Divided into different strands (writing, language, etc.), the Common Core Writing Standards are designed specifically within each standard to integrate literacy skills—the theory being that literacy is best achieved within a complete language-learning experience. The focus of each unit in Write Source is writing; however, within each unit, students are also speaking, listening, reflecting, and connecting. Write Source also includes a special section called the “Reading-Writing Connection” which provides a list of high-interest mentor texts to help students more fully appreciate the writer’s craft as they apply to their own writing.

Research and Media Skills: The Common Core Writing Standards emphasize the importance of collecting, analyzing, and evaluating information from a variety of sources and sharing the results of the research in a wide variety of ways. The Research Writing unit in each grade-level edition of Write Source provides students with multiple opportunities to collect, analyze, and evaluate information (in print and online) as they develop their own essays and reports or react to the writing of others.

Full Participation: The Common Core Writing Standards are intended to “allow the widest possible range of students to participate” in writing and language development. Write Source has the same goal. Each writing unit provides a number of different instructional strategies to meet the needs of struggling writers and advanced writers, as well as those with on-grade-level abilities

The Common Core Writing Standards for literacy development strive to meet one main goal—to provide students with the writing and language skills needed to succeed in college and/or the workplace. More specifically, our writing program aims for students to be able to do the following:

Demonstrate Independence: Write Source is designed to help students internalize the skills and strategies needed to develop strong informational, persuasive, and narrative texts. They are also taught the tenets of Standard English within the context of their own writing to make instruction more meaningful and comprehension more lasting. In addition, multiple opportunities to evaluate (1) their own writing, (2) the writing of their peers, and (3) sources of information, help them build confidence in their own language and learning abilities.

Build strong content knowledge: To develop their writing in Write Source, students are asked to investigate a wide range of topics across many different content areas. They are also asked to become extremely well-informed about topics for research reports (early grades) and research papers (later grades), as well as for multi-media presentations. Strategies such as using graphic organizers, summarizing, and note-taking help students better understand and remember what they have learned.

COLLEGE AND CAREER READINESS

Respond to demands of audience, task, purpose, and discipline: Because of the wide range of writing activities in Write Source, students are continually addressing different audiences, purposes, and tasks. As students move up the grade levels,

attention to audience becomes even more pronounced because they have the language abilities to address differing audiences. The “Writing Across the Curriculum” feature that is unique to Write Source helps students to vary their writing according to the purpose and familiarizes them with the task of writing in science, mathematics, and social studies.

- Comprehend as well as critique: As part of their writing in Write Source, students are asked to read and reflect on their work in progress. They are also asked to respond to their peers’ writing in the development stages and to critique finished pieces of writing using a rubric. In other words, Write Source provides many opportunities for formative and summative evaluations. A special section at each level also provides students with multiple opportunities to respond to literature, both nonfiction and fiction.
- Value evidence: A key prewriting component in every writing unit is forming a thoughtful thesis statement (or topic sentence) and providing reliable support or evidence to back it up. In addition, students are taught the importance of including different levels of supporting detail in their writing—a hallmark of mature thinkers and writers—and of arranging their support in the most effective way. The section on responding to literature also provides experiences for students to find textual evidence to support their main points.
- Use technology and digital media: Each text in Write Source provides instruction on conducting research electronically. Special attention is given to (1) how and where to find information on the Internet and (2) evaluating the information for reliability and balance. Students also are guided through the process of developing computer-aided multimedia presentations.
- Understand other perspectives and cultures: The many examples and samples in Write Source celebrate the cultural diversity of American culture. In addition, the suggested writing topics encourage students to explore different cultures and traditions. Then the instructional guides in Write Source provide instructors with suggestions for differentiating instruction for students from different cultures and for students with different learning needs.

K – 8th Grades: Step-Up To Writing (Houghton-Mifflin-Harcourt)

Step-Up to Writing is built to support specific standards in the areas of writing, vocabulary, language, reading, and speaking & listening. The intent is to provide the scaffolding and instructional sequence to support all students, no matter their writing ability, in becoming independent writers who write with increasing sophistication.

Step Up to Writing features:

- one of the top picks among educators
- multimodal instruction
- flexible implementation options
- compatibility with any core curriculum
- support for writing across content-areas
- a corpus of proven writing strategies

Additional features include:

- Focus on the specific text types emphasized in state standards—informative/explanatory, argument, and narrative writing
- Grade-level-specific Unit Maps provide a sequence of instructional strategies to reach college and career ready standards, while identifying strategies for differentiation to ensure instruction will meet individual student needs
- Explicit focus is placed on supporting students in producing organized, clear, and coherent writing
- Emphasis on using technology for research and to produce and publish work

The 10 sections of Step-Up are organized into strategies to introduce writing (sections 1, 2, and 3) and strategies to teach the text types and purposes of writing (sections 4–10):

We introduce writing by starting with the strategies in 1,2, & 3 and continue to incorporate them as needed *when teaching each text type*.

1. Writing to Improve Reading Comprehension
2. Foundational Writing Skills
3. Vocabulary Acquisition and Use

Assess student abilities when deciding in which order to teach the text types.

4. Informative/Explanatory Writing
5. Opinion/Argument Writing

6. Narrative Writing
7. Research Reports
8. Writing for Assessments
9. Writing for Assessments
10. Writing in Content Areas

Progression of Skills and Common Writing Language Across Grade Levels

Our writing program works with every student at every skill level for many reasons. One is that it creates a common writing language across all grade levels as the skills taught progress within and across the grade bands. A student in kindergarten will be taught to write using the same language and strategies as a student in middle school or high school.

Planning students for real-world writing, Step Up to Writing teaches students to write clear, organized paragraphs, reports, and essays. Through this program, students will learn to break down the writing process into logical steps and then transfer these skills in logic to longer multi paragraph essays and research reports. Used mainly as a system to teach writing organization, students use color-coded systems and graphic organizers to arrange their writing into main ideas, transitions, details, and conclusions. In 6th grade, students will begin moving from the 5-paragraph essay to the 7-paragraph essay using Step Up to Writing. They will be asked to write cohesive narrative pieces from a variety of genres including tall tales and narrative fiction. Additional projects will include comparative essay and research projects. In their writing, students will utilize the 6 Traits plus 1 of the Write Traits Program to explore voice, audience, sensory language and expanded word knowledge. Solidifying their grasp of Step Up to Writing's 7-paragraph essay, students will develop narrative pieces employing literary and plot devices. Using multiple resources including technology, students will develop research questions and create a final report showing topic arguments and counterarguments. Additionally, students continue using the 6 Traits of Writing program to combine organizational strategies, use details effectively develop strong fluency skills and recognize shades of meaning within similar words. In preparation for high school writing, students will use both the 6 Traits of Writing and Step Up to Writing programs to write a historical expository piece, a narrative story and a research project using critical evaluation of resources. While writing narrative and informational text, students will review audience and purpose and will replicate other authors' styles and patterns.

SCIENCE

K – 8th Grades: StemScopes (Accelerate Learning)

The Next Generation Science Standards are complex and hard to unpack. Built on a digital platform, enhanced by print, and brought to life in hands-on kits, STEMscopes NGSS is an all-in-one STEM solution for the NGSS. Developed over three years, STEMscopes NGSS is rooted in the 5E model, a research-based instructional method that effectively connect the three dimensions of the Next Generation Science Standards: Disciplinary Core Ideas, Science and Engineering practices, and Crosscutting Connections.

STEMscopes NGSS was built from the ground up over the course of two years to demystify the Next Generation Science Standards. From hands-on, inquiry-based investigations to Common Core math and literacy activities, we take the guesswork out of teaching the NGSS.

- The only program written from the ground up, tested by teachers, and based on the wellknown 5E model, a research-based lesson cycle founded on constructivist learning. Built to Each NGSS Standard
- Every NGSS Disciplinary Core Idea, Performance Expectation, Crosscutting Concept, and Science and Engineering Practice is covered. Access Multiple Hands-on Lessons for Every Standard
- Each module for NGSS has 2-5 hands-on activities, including project-based learning, engineering solutions, and virtual investigations. Take Assessment to a New Level
- Innovative claim-evidence-reasoning assessments allow you to accurately gauge your students' depth of knowledge while promoting an environment of inquiry and discourse.

STEMscopes NGSS includes problem-based learning, engineering challenges, scientific investigations, math and literacy connections, and culminating claim-evidence-reasoning assessments as a coherent whole built on:

- **Engaging Students in Real STEM Learning**

STEMscopes NGSS drives student inquiry and a passion for STEM. Help your students understand the nuances and complexity of the NGSS through scientific investigations, engineering challenges, content connection videos, claim-evidence-reasoning assessments, and more.

- **Empowering the Teacher, School, and District**

Spending less time planning and more time focusing on helping struggling and advanced learners, through a variety of learning resources. STEMscopes NGSS saves schools and districts money, provides free PD, and constantly evolves based on teachers' feedback.

- **True Alignment to the NGSS**

Built over three years, STEMscopes NGSS meets all ETSS, CCCs, DCIs, and Scientific and Engineering Practices across all Strands, while considering the language and structure of the PEs to understand the bounds and limitations of what student outputs should be.

STEMscopes is designed to be flexible for use in 1-to-1, blended, and traditional classrooms. The unique digital infrastructure allows us to rapidly change content based on student data, new scientific data, and content created by our in-house teams.

Engaging for students, easy to use for teachers, and proven in the classroom, STEMscopes is a one-stop solution for STEM. With over 25 resources per module, extensive cross-curricular connections, a strong inquiry foundation, and a wide variety of assessments, the possibilities for the STEM classroom are limitless.

- Align Curriculum to the State Standards
- 100% customizable to varying standards.
- Implement the Proven 5E+IA Instructional Model
- Every module in each grade level uses the 5E+IA lesson model, which emphasizes student learning through hands-on science, and includes intervention and acceleration resources.
- Everything a Teacher Needs in One Place
- Analytics, student accounts, an assessment builder, ESL strategies, and teacher guides to support your instruction. 21st Century Technology › E-books and digital journals. › Student app designer. › Drag-and-drop lesson planner.

The STEMscopes digital curriculum is supplemented with hands-on materials kits and print bundles available in Spanish and English—ideal for supporting blended learning and traditional classrooms, at-home connections, literacy, and hands-on investigations. Easy-to-use hands-on materials lists and digital print versions are used with every STEMscopes digital subscription.

SOCIAL STUDIES

K – 8th Grades: MC3 (Atlas Rubicon)

The Michigan School Code requires every local school district to establish a local core curriculum and an aligned instructional program. MAISA has embarked on a collaborative Career and College Readiness (CCRS) Project across all 57 ISDs to develop Career and College Readiness curriculum and resources to support local school implementation. Working in collaboration across the state enables us to gain efficiencies and assure quality products.

The MC3 unit development project included initial unit writing by experienced curriculum writers, piloting in classrooms, and reviews conducted by local and ISD staff across the state. This process provided multiple viewpoints and checks and balances for quality unit content. These units and accompanying lessons and resources are made available to local districts to support the core curriculum implementation.

The need for strong preparation in social studies is as apparent today as it has been in the past. In their Framework for 21st Century Learning (2011), the Partnership for 21st Century Skills identified government and civics, economics, geography, and history among the nine core subjects. Moreover, civic literacy, global awareness, and financial, economic, business,

and entrepreneurial literacy are identified among the 21st century interdisciplinary themes. Finally, several of the key life and career skills listed fall firmly if not exclusively in the social studies: students must be able to work independently, be self-directed learners, interact effectively with others, and work effectively in diverse teams. The push for college and career readiness, so evident in the Common Core State Standards, is important, but as the Framework for 21st Century Learning makes clear, equally important is the need to help students ready themselves for their roles as citizens.

Whether they're exploring far-off societies, learning the stories of their own country's origin, or experiencing presidential election history as it happens, students can use HMH's rich social studies programs to broaden their horizons through engaging content and activities that help them truly experience the vivid stories and tapestry of cultures that make up today's world.

MC3 Social Studies inspires students to explore their world. Our K-8 social studies program is designed to prepare students to be college and career ready. We feel there is no better way to get students ready for the global world outside their classroom than through social studies instruction. Social studies is the study of who we've been and where we are going—it's essential to the 21st century classroom and in achieving the Common Core State Standards and the College Career and Civic Life (C3) Framework.

FINE/PERFORMING ARTS and PHYSICAL EDUCATION

K – 8th Grades

Our curriculum program offers a course of instruction in physical education and world cultures. Staff is certified and trained to teach our elective courses. Our curriculum asks students to solve genuine problems that require them to draw on several disciplines to arrive at the answers. Teachers utilize and implement many techniques and strategies to make education come alive. Students learn by addressing challenging, real-world problems. They read, write, investigate, experiment, and analyze, as well as present ideas through visual arts and a variety of media. Our curriculum stimulates all of the senses, draws on a range of skills, and reveals a multitude of talents.

Physical education offers students the opportunity to focus on exercise, nutrition and sportsmanship. The Physical Education program is designed to help all students build the skills they will need to lead physically active lifestyles. Physical Education involves children in various age appropriate activities that are aligned with the State of Michigan Standards. Students will be engaged in physical activities that will help them learn motor skills, movement patterns, fitness, and personal, social behaviors and values. During the course of the school year students will learn and practice various physical fitness skills while integrating other subjects such as math, science, writing and reading. Students will participate in the Presidential Fitness Challenge to help learn how to set goals and improve physical fitness. Students will participate in team activities to help them learn life skills such as communicating effectively, cooperation and being supportive of others. Students will be assessed in different ways on cognitive, psychomotor and affective objectives. The vision for the health education curriculum is designed through the use of the Michigan Health Education Standards and Benchmarks. Students will build functional knowledge and skills from year to year that are developmentally appropriate. During the course of the school year, students will be engaged in subject areas, which focus on health promotion, disease prevention and principles for personal, family and community health issues. In addition, students will be exposed to subject areas such as accessing information, health behaviors, influences, goal setting, decision making, social skills and advocacy. The curriculum is designed to address these areas of critical health issues in the effort that students will maintain a healthy lifestyle during the school year and beyond.

SCHEDULE 7-3

STAFF RESPONSIBILITIES

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.

PRINCIPAL

Job Goal: Under the direction of the school Superintendent/Director, the school Principal shall serve as the instructional and administrative leader of the NPFE operated school.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Directs the overall activities of planning, developing, implementing, and evaluating school's instructional and staff developmental programs with a special focus on Testing Programs
- Directs the planning for and coordinates implementation to special, federal and state-funded projects to ensure compliance and to meet students' needs
- Supervises the selection of textbooks, materials, and equipment needed in the instructional programs
- Coordinates the local and state student assessment program for the school and directs programs to improve students performance
- Recommends and directs committees and task teams as needed
- Assists in the preparation of timely school reports to present to the Board of Directors
- Provides leadership in curriculum, instruction, staff development and administration
- Supervises the development, implementation and monitoring of after school and summer plans and programs
- Maintains liaison with social, professional, civic, volunteer, and other community agencies and groups having an interest in the school
- Develops, recommends, and administers the budget
- Plans, evaluates, and recommends programs, goals and objectives in area of responsibility
- Supervises the instructional program, and evaluates, develops, and reviews the curricular offerings and instructional program of the school
- Trains, supervises, and evaluates personnel assigned to area of responsibility
- Assists in the interview, selection and assignment of personnel, certificated and classified employees
- Recommends and implements programs, and in modification and utilization of the building, physical facilities, and school playgrounds
- Conducts, establish and coordinates community relations programs
- Organizes and works with a school advisory committee
- Conducts a program of in-service education for assigned personnel
- Conducts meeting of the staff as are necessary to the proper functioning of the school
- Insures that all school board and administration policies are effectively explained and implemented
- Recommends requisitions and adequate supplies and equipment
- Submits such reports and records as required by law, Board policies, and administrative directives
- Supervises building custodial care
- Performs all other duties assigned by the Superintendent/Director

REPORTING

To report to the school Superintendent, except as may be delegated by her. Activities that involve any business contractual agreements or monetary cost over \$1,000 a month must be pre-approved by the Superintendent.

EXCLUSIONS

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Business Manager. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days (which is 10 days during the entire school year), staff promotions, staff transfers or assignments, school closing, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of New paradigm for Education unless specifically delegated by the Superintendent in writing.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or responsibility required.

EDUCATION AND EXPERIENCE

Bachelor's degree from a recognized university or college in the USA in Education or any related field, a minimum of three years teaching experience in any school system in the USA, preferably in a public school setting, experience in school Administration, and relative experience in community leadership and staff supervision

LEADERSHIP SKILLS

Ability to supervise and be the custodian of a large and diverse number of students, staff, and school community, a positive communicator and innovative leader, a change agent and visionary, a proactive and reactive leader, a visible and inspiring leader, a teacher and life-long learner, a strong ability to work under severe pressure, ability to adapt to the various demands of the job, and ability to work long hours.

LANGUAGE SKILLS

Strong communication skills, which include ability to speak, read and write effectively, ability to research new techniques, programs, and communicate back to the school community.

MATHEMATICAL SKILLS

Ability to add, subtracts, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

OTHER SKILLS/ABILITIES

Excellent communication skills, strong time management skills, and strong background in computerized office (IBM word processing, spreadsheet, excel, internet, PowerPoint, etc.)

PHYSICAL DEMAND

The physical demands described here are representative of those that must be met by a master leader to successfully perform the essential functions of this job. The principal must occasionally lift and/or move up to 25 pounds.

CONFIDENTIALITY OF INFORMATION

The Principal shall keep confidential and not disclose or make any use of, except for New Paradigm for Education's benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of New Paradigm for Education, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names or addresses, student parents' names or addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the school's business, or any of its clients, customers, students, parents, consultants, suppliers or affiliates, which a Covenantor may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement.

ASSISTANT PRINCIPAL

Job goal: Assist the Principal to provide for proper instruction and supervision of students and staff in accordance with the stated mission and goals of the Academy by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES

ACADEMICS

- Assists the Principal in the supervision of student discipline and oversee the implementation of the classroom and school discipline policies.
- Assists in providing students with counseling, guidance and proper supervision as needed.
- Assists in issuing disciplinary detentions and suspensions up to three days. Suspensions for more than three days must be referred to the Principal.
- Supervises and handles all building and facility maintenance program and complaints. Develops a staff complain reporting system.
- Assists the Principal in developing, supervising and evaluating the Academy's instructional programs and recommending such changes and improvements as may be needed, including the formulation of curriculum objectives and selection, development and revision of curriculum materials.
- Assists in the supervision of scheduling of the curriculum, teachers and students.
- Assists in the coordination of staff and student-mentoring program.
- Assists in monitoring the daily operation of all classrooms and subjects.
- Assists in the coordination of the standardized testing.
- Assists in reviewing report cards and progress reports.
- Assists in the staff training and development programs and schedule.
- Assists in providing for effective communication and relations between the administration and staff, and for building staff morale.
- Coordinates the School Athletic Programs.
- Assists in the coordination of all school meetings and staff committees.
- Writes and issues reports as needed.
- The Principal may direct assists in school fairs as.
- Assists in the coordination of Parent-Teacher Conferences.
- Attends staff meetings and training sessions as may be needed.
- Establishes and maintains positive interpersonal relationships with all children, parent/guardians and fellow staff.
- Establishes and maintains positive team spirit among all staff and the Superintendent.
- Adheres to all established policies, procedures and code of ethics.
- Performs all duties with quality, efficiency and loyalty to the school and its management.

- Performs other duties as may be assigned by the Principal, the Executive Director/Superintendent, or her designee.
- Attends all school events and activities as may be directed by the Principal or Executive Director/Superintendent, such as Parent-Teacher conferences, Open Houses, Orientations, meetings, etc.

BUILDING SAFETY

- Coordinates the school-wide safety program
- Formulates general safety policies and procedures to be followed in the academy in compliance with local, state and federal Occupational Safety and Health Administration (OSHA) rules and regulations.
- Prepares fire and tornado drill schedule and oversees its implementation.
- Schedules busing and field trip scheduling of students as may be directed by the Principal or Superintendent.
- Participates in the investigation and recording of accidents and injuries on academy premises.
- Reports to the Principal accident reports required by regulatory agencies.
- Consults with all departments on use of equipment, fire prevention and safety program.

STUDENTS

- Supervises students during lunch, arrival, and dismissal.

STAFF

- Assists in the recruitment and interviewing of qualified teachers. Recommends hiring, placement, and transfer of teachers
- Assists in conducting staff meetings related to the curriculum or committees.
- Assists in the supervision and evaluation of the staff performance.
- Back up the Principal during absence and/or as needed.
- Provides assistance to the Superintendent or Directors as may be needed.

COMMUNICATION, COMMUNITY RELATIONS AND ACTIVITIES

- Inform parents, staff and students about special events and activities. Write memos to staff and parents as needed. Inform staff about Open House requirements. Serve on School Improvement Plan and Total Quality Management Committees.

REPORTING

To report directly to the Principal, except as may be delegated by Superintendent.

APPROVALS

All activities must be pre-approved by the Principal before their final implementation or as may be delegated by him/her or by the Superintendent in writing.

EXCLUSIONS

The responsibility does not include hiring or firing staff. All purchases must be pre-approved by the Superintendent. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or their absence beyond the maximum allowed sick/personal days off (which is 10 days during the entire school year), staff promotions, staff transfers or assignments, school closing, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements.

SKILLS

Oral Communication Skills, Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer Literacy, Keyboard Skills, Time Management.

EDUCATION AND EXPERIENCE

Degree: Masters Degree preferred, Bachelor's Degree in Education or related academic field, a minimum of (3) years teaching and/or Administrative experience.

CONFIDENTIALITY OF INFORMATION

All employees shall keep confidential and not disclose or make any use of, except for New Paradigm for Education's benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of New Paradigm for Education, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names or addresses, student parents' names or addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the school's business, or any of its clients, customers, students, parents, consultants, suppliers or affiliates, which a Covenantor may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement.

CURRICULUM COACH

Curriculum Coach reports directly to the Director of Curriculum of Curriculum & Instruction and should possess all of the qualities expected of the state and has no less than five years of experience and teaching in the areas of curriculum, instruction assessment, classroom management, professional responsibilities, professional relationships, family involvement, and school community. New Paradigm Curriculum Coaches provide support in the core curriculum and supplemental curriculum areas.

The Curriculum Coach supports instruction of the core curriculum by:

- Serving, in coordination with the Director of Curriculum, Principal and Leadership Team, as a problem solver in all matters affecting core instruction
- Providing the instructional leadership necessary to develop proficiency in the teaching of and success in the implementation of Core Curriculum
- Having participated in an education-training program.
- Being willing to participate in professional development sessions and to visit sites that have successfully implemented the program and implement programs at school sites.
- Being comfortable in student-directed classrooms in which students are working together, conversing, using materials, and participating in exploration centers
- Providing instructional strategies on the effective use of data to guide instruction.
- Referring any students who exhibit problems at the end of the quarterly assessment period for case discussion
- Raising the level of instruction by planning for professional-development sessions, as needed Coordinate assessments by organizing, distributing, and explaining the assessment process to teacher.
- Organizing suggestions from staff and make recommendations to the Director of Curriculum & Instruction and Principal for additional materials purchases
- Conducting regular curricular pedagogy meetings with specific goals and full participation by all teachers
- Any ancillary responsibilities assigned by Director of Curriculum & Instruction

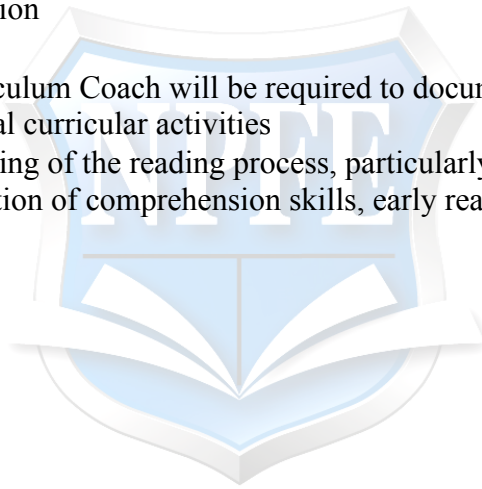
The Curriculum Coach supports instruction of the supplemental curriculum by:

- Providing instructional support for the Title I targeted instructional staff
- Providing professional development to teachers of participating Title I students
- Serving as a problem solver in all matters affecting supplemental instruction.
- Being willing to participate in professional development sessions and to visit sites that have successfully implemented the supplemental program and implement such programs at school sites
- Observing supplemental instruction throughout the school in order to assess professional-development needs and provide direct mentoring for staff with 0-3 years experience and others as needed
- Creating staff development plans as necessary based on targeted student data and observations

- Analyzing assessment data to identify students for delivery of supplemental services
- Reporting assessment data to instructional staff and school community and explaining plans for student improvement
- Organizing supplemental orders in the spring to replace consumables and supplemental materials
- Organizing curriculum and materials needed for supplemental summer school and extended day programming
- Serving on School Improvement Committee

Qualifications:

- Minimum of 5 years of teaching experience
- Must have teacher certification
- Experience in leadership
- Organizational skills, Curriculum Coach will be required to document time on task for core curriculum and supplemental curricular activities
- Possess a strong understanding of the reading process, particularly strategic reading, comprehension, the application of comprehension skills, early reading, and phonics



NEW PARADIGM
FOR EDUCATION

SCHOOL COUNSELOR

Job Goal: Provides counseling and guidance services for students. The school counselor will provide individual and group counseling, classroom guidance, activities, parent consultation, registration of new students, academic planning and credit evaluation.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plan a balanced comprehensive developmental guidance and counseling program that includes Guidance Curriculum, Responsive Services, Individual Planning, and system support components
- Manage program personnel and or other program resources
- Collaborates with school personnel, students, parents and the community to plan, implement, evaluate, and promote continuous improvement of a developmental guidance and counseling program
- Advocates the school developmental guidance and counseling program and counselor's ethical and professional standards with school personnel, parents, students and the community
- Plans structured group lessons to deliver the guidance curriculum effectively and in accordance with students; development needs
- Conducts structured group lessons to deliver the guidance curriculum effectively
- Involves students, teachers, parents and others to promote effective implementation of the guidance curriculum
- Accurately and without bias guides individuals and groups of students and parents to plan, monitor, and manage the student's own personal and social development
- Uses accepted theories and effective techniques of developmental guidance to promote the career, educational, personal, and social development of students
- Consult with parents, school personnel and other community members to help them increase the effectiveness of student education and promote student success
- Consults with school personnel, parents, and other community members to promote understanding of student development, individual behavior, the student's environment, and human relationships.
- Collaboratively provides professional expertise to advocate for individual students and specific groups of students
- Coordinates people and other resources in the school, home, and community to promote student success
- Uses an effective process when referring students, parents, and or others to special programs and services
- Adhere to legal, ethical, and professional standards related to assessment
- With the assistance of school personnel, interprets standardized test results and other assessment data to guide students in individual goal setting and planning
- Adhere to legal, ethical, and professional standards related to assessment
- With the assistance of school personnel, interprets standardized tests results and other assessment data to guide students in individual goal setting and planning

REPORTING

To report to the school Superintendent, activities that involve any business contractual agreements.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or responsibility required.

EDUCATION AND EXPERIENCE

Master's Bachelor's degree from a recognized university or college in the USA in Education or any related field, a minimum of three years teaching experience in any school system in the USA, preferably in a public school setting, experience in school Administration, and relative experience in community leadership and staff supervision

LEADERSHIP SKILLS

Ability to supervise and be the custodian of a large and diverse number of students, staff, and school community, a positive communicator and innovative leader, a change agent and visionary, a proactive and reactive leader, a visible and inspiring leader, a teacher and life-long learner, a strong ability to work under severe pressure, ability to adapt to the various demands of the job, and ability to work long hours.

LANGUAGE SKILLS

Strong communication skills, which include ability to speak, read and write effectively, ability to research new techniques, programs, and communicate back to the school community.

MATHEMATICAL SKILLS

Ability to add, subtracts, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

OTHER SKILLS/ ABILITIES

Excellent communication skills, strong time management skills, and strong background in computerized office (IBM word processing, spreadsheet, excel, internet, PowerPoint, etc.)

PHYSICAL DEMAND

The physical demands described here are representative of those that must be met by a master leader to successfully perform the essential functions of this job. The principal must occasionally lift and/or move up to 25 pounds.

CONFIDENTIALITY OF INFORMATION

The Principal shall keep confidential and not disclose or make any use of, except for New Paradigm for Education's benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of New paradigm for Education, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names or addresses, student parents' names or addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the school's business, or any of its clients, customers, students, parents, consultants, suppliers or affiliates, which a Covenantor may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement.



NEW PARADIGM
FOR EDUCATION

ADMINISTRATIVE ASSISTANT

Job Goal: Under the direction of Principal to compile and keep records, issue reports, and otherwise relieve officials of clerical work and minor administrative and office details by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Serve as the admissions officer in managing the main school office and handle all student enrollment packets, files, correspondence, and reports as may be required by the local and state authorities as well as the authorizers, school boards.
- Oversee student admissions and reporting requirements.
- Input into the appropriate computerized system and keep up-to-date all student immunization data and records.
- Record and keep student, student tardy and early dismissal, visitors' record, and generate reports as needed by the Principal to meet the requirements of authorizer, ISD and state authorities.
- Input school data and records into the SIS, MSDS, TSDL and other programs and generate statistical reports: enrollment, transportation, purchases (as needed), directories (students and parents, staff, and vendors), and attendance to meet authorizer, ISD, state, and federal requirements.
- Review, route and respond to incoming mail. Locate and attach appropriate file to correspondence to be answered by supervisor.
- Take dictation and transcribe notes on computer, or transcribes from voice recordings.
- Handle phone calling of parents, suppliers, and requests for information. Check phone messages at least three times daily.
- Schedule appointments for the Principal.
- Report to the Principal all complaints related to maintenance, facility, supply needs, discipline and keep records of all these complaints and action.
- Order office and classroom supplies, follow up with purchase orders and packing slips, and receiving of purchases as needed.
- Complete inventory of office supplies and furniture.
- Handle copy machine maintenance and records.
- Keep supply rooms well organized.
- Prepare outgoing mail; process and distribute incoming mail.
- Track vendor time through use of a sign in/out system.

REPORTING

To report directly to the Principal, except as may be delegated by him/her.

APPROVALS

All activities must be pre-approved by the Principal before their final implementation. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the Principal

ECLUSIONS

The responsibility does not include supervision of staff. Staff supervision issues should be referred directly to the Principal.

The responsibility does not include student or staff counseling, student disciplining and/or Representation of the Executive Administration unless specifically delegated by the Principal in writing.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION AND EXPERIENCE

High school diploma or general education degree (GED), minimum of two years of college credits preferred. Minimum five years experience or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization. Professional communication skills required.

MATHEMATICAL SKILLS

Ability to add, subtracts, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute ratio, rate, and percent and to draw and interpret bar graphs.

REASONING ABILITIES

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

OTHER SKILLS AND ABILITIES

Excellent phone voice, typing and language skills. Strong time management skills. Strong background in computerized office (IBM word processing, spreadsheet, database management).

PHYSICAL DEMAND

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

The employee must occasionally lift and/or move up to 25 pounds.

ELEMENTARY TEACHER

Curriculum: Teachers in the Elementary Academy are knowledgeable in the core process, skills and content of the major curriculum areas.

- **Reading:** Teacher understands the reading process; particularly comprehension, decoding, strategic reading, and the application of these skills Teachers teach reading using the Success for All Program. *Success for All* is a balance reading curriculum that requires students to master rudimentary phonetic skills prior to making the transition into a literature-base program. *Success for All* requires teachers to follow structured lesson plans with a multiple components. Successful implementation of *Success for All* is predicted on the thoughtful use of all of its components. Teachers understand and use the program as it is written.
- **Writing:** Teachers teach and integrate writing with all disciplines. Writing occurs in all content areas in a variety of forms (expressive, literary, informative, and persuasive) and is integrated throughout the day. Teachers develop prompts and work with students to develop rubrics for evaluating writing. They understand and articulate the writing process from prewriting activities through publishing Teachers use a writing workshop approach with mini-lessons as a platform for teaching and supporting the development of effective writers.
- **Math:** Teachers understand math through high school algebra. They understand that math is more than just rules and procedures. Teachers understand broad concepts, number relationships, and problem solving processes. Teachers teach math using the *University of Chicago School Mathematics Program, Everyday Mathematics*. *Everyday Mathematics* is a non-tradition, exploratory, concept-based math curriculum. Computation skills are not taught or practice in isolation. The program requires teachers to follow structured lesson plans with multiple components. Successful implementation is predicted on the thoughtful use of all of the components. Teachers understand and use the program as it is written.
- **Science:** Teachers understand the process that embodies life, earth, and physical science. Teachers understand process for questioning, predicting, exploring, experimenting, interpreting results, and communicating. They embrace discovery learning, the 5E's instructional model (engage, explain, explore, elaborate, evaluate) and co learning with specific roles. Teachers teach science using Scott Foresman Science a balanced traditional, exploratory, hands-on program. Modular units, which emphasize scientific processes, are provided. Teachers involve student's in active explorations, giving them the opportunity to work as scientists-collecting data, making predictions, looking for causes and effect, testing, hypothesis, and drawing inferences.

- **History-Social Science:** Teachers understand the basis processes and vocabulary of the four social sciences: history, geography, civics, and economics. They are eager to master new content and skills where gaps exist. Teachers create and teach history-social science units that use Houghton Mifflin materials, interdisciplinary curriculum that combines the interests and needs of students and teachers with the educational goals of Detroit Edison Public School Academy.

Professional Responsibilities

NPFE teachers in the Elementary Academy:

- Write, implement, and evaluate professional development plans.
- Solicit constructive feedback from Lead Teachers, Curriculum Coordinators, and Administrators who are observing instruction.
- Support the professional development plans of colleagues.
- Conduct themselves in a professional manner at all times.
- Perform ancillary duties as assigned by Administration.

Professional Relationships

Teachers in Elementary Academy:

- Work in teams to plan problem solve, and support one another on a daily basis.
- Understand the school design of local governance and actively participate in grade level, academy and school activities and committees.
- Openly eagerly share expertise at the grade level, academy, and school meetings.
- Dress, communicate, and interact with all stakeholders in a manner deemed professional by the employer.

Family Involvement

Teachers in Elementary Academy:

- Develop family-school relationships that foster the academic and social development of the child.
- Invite parents/guardians to be partners in their child's education.
- Encourages parents/guardians to participate in the daily life of the school and reach out to families in their homes through training, parent nights, conferences, and telephone contact and through technology.

School Community

Teachers in Elementary Academy:

- Create a sense of community and belonging for the students in their school.
- Establish connections and relationships among their students and the larger community that support the academic and social development of the child and contribute to achievement of overall school goals.

Board Liaison

The Board Liaison is a member of the Board who maintains the formal contact or connection between the Board of Directors and a specific committee. The Board Liaison is appointed by the CEO. The CEO will review liaison assignments once a year. The primary role of a Board Liaison is to facilitate communication between the Board of Directors and the committee served.

Responsibilities

The responsibilities of a Board Liaison are:

1. Attend Board meetings and the assigned committee's meetings on a regular basis.
2. To carry information, questions, and feedback between the two bodies at the request of those groups.
3. To consider and inquire whether discussions that occur during meetings should be raised with the other group, even when the Board or committee has not suggested a formal communication take place.
4. When sharing information, to be clear whether they are making a formal, requested communication from the other group or simply offering their personal observations and experience of the meetings they have attended.
5. Prepare and distribute board packets
6. Post Board meetings

Communication Process

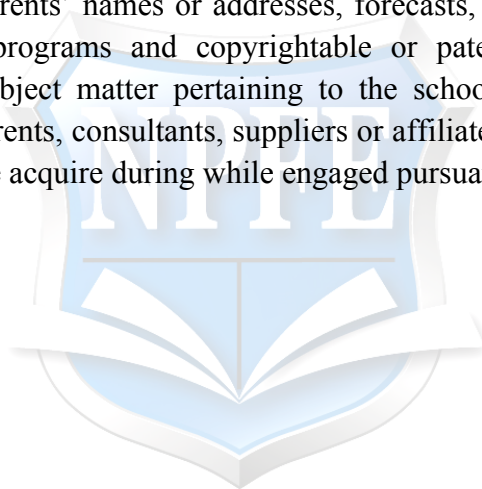
1. The Board and each committee assigned a liaison will implement a standard procedure to determine during their meetings whether there is anything they would like the Board Liaison to communicate to the other group on their behalf, and how they would like that communication to take place.
 - a. If the communication or request for input is not time-sensitive, then the Board Liaison will raise the issue at the next regularly scheduled meeting of the Board and/or committee.
 - b. If the communication or request for input is time-sensitive or requires special handling for any reason, the group requesting the communication will agree with the Board Liaison on an alternate timetable and communication method, including the date by which the group is requesting a response from the other body.
 - c. If either the Board or the committee cannot provide a response to the Board Liaison within the proposed timetable, that group is responsible for communicating, via the Board Liaison, when a response can be provided.
2. The communication assigned to the Board Liaison, the timeline, and the method of communication will be recorded in the minutes of the Board or committee.
3. A Board Liaison may at any time request designate time on the Board or committee's

agenda in order to achieve adequate consideration of an issue or question.

This policy should not be construed as preventing any committee member from approaching Board members or attending board meetings under their own auspices.

CONFIDENTIALITY OF INFORMATION

The Board Liaison shall keep confidential and not disclose or make any use of, except for New Paradigm for Education's benefit, at any time, either during or subsequent to the termination of the Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of New paradigm for Education, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names or addresses, student parents' names or addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the school's business, or any of its clients, customers, students, parents, consultants, suppliers or affiliates, which a Covenanter may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement.



NEW PARADIGM FOR EDUCATION

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. Criteria that the Grand Valley State University Charter Schools Office will use in its evaluation shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in this evaluation shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability and Pupil Assessment. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. The Academy shall also assess pupil using all applicable testing that the Code or the Contract requires. The Academy shall provide the University Charter Schools Office with copies of reports, assessments, and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

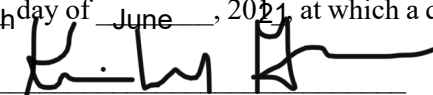
The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Date: June 23, 2021


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the New Paradigm College Prep Board of Directors at a properly noticed open meeting held on the 25th day of June, 2021, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA



NEW PARADIGM COLLEGE PREP

1st through 8th Grade Application Process

2021-2022 Academic School Year

Deadline Friday, March 26, 2021

Please Read Through Carefully

Application Deadline:

1. All applications for admission **must be postmarked or delivered by Friday, March 26, 2021**. Mailed applications can be mailed to the attention of: **The Registrar at New Paradigm College Prep Academy, 4001 29th St., Detroit, Michigan 48210.**
2. Parents/Guardians of students interested in applying to COLLEGE PREP may obtain applications in the school's Main Office or on school's website at www.npcollegeprep.org.
3. **A separate application MUST be submitted for each child who is applying for admission.** COLLEGE PREP cannot consider a sibling preference unless each application clearly states the name(s) of sibling(s) either currently enrolled or also applying for admission. COLLEGE PREP defines siblings as a brother or sister living within the same household.

Enrollment Procedures for New Students:

1. All applications that New Paradigm College Prep Academy receives by 3:30 p.m. on **Friday, March 26, 2021** will be eligible for lottery selection.
2. All applications **must** include a copy of the requested supporting documents: parent's identification; i.e. driver's license, Michigan identification card, or a passport; student's birth certificate (original may be requested), report card, MSTEP or any out of state test scores, immunization record and health appraisal. If for any reason, upon receipt, all information is not complete on the application and requested documentation is missing, the application will not be considered for acceptance or waiting list status.
3. Applicants for grades that are not oversubscribed will be enrolled next, and their siblings will also be given preference. However, preference does not mean your child is guaranteed a slot.
4. **In the event of oversubscribed grades, a random selection lottery will be used to select students. All applicants for grades that are not oversubscribed as of Friday, March 26, 2021 will be automatically enrolled.**
5. Once all slots are filled for any given grade, the remainder of the applicants will be placed on an official Waiting List for that grade in the order in which the name is drawn in the lottery. **If COLLEGE PREP receives an application after the deadline, the applicant's name will be added to the end of the Waiting List in the order in which the application is received.**
6. Applicants will receive a **Confirmation Letter by mail of acceptance or waiting list status.**
7. If applicants are still on a Waiting List as of **February 10, 2022** of the school year in which they have applied, they must resubmit an application for the following year no later than the deadline. While COLLEGE PREP would like to



NEW PARADIGM COLLEGE PREP

give priority to those applicants who have had their names on the Waiting List for the previous year, the laws governing public school academies prohibit COLLEGE PREP from doing so.

8. It is the parent's responsibility to inform the school's Registrar on any changes to their child's application.
9. **In order for a student's name to be changed from what appears on their birth certificate, proper documentation from the court must be submitted.**
10. Any Parent or Guardian who wishes to contest or appeal any aspect of the lottery selection process, may do so in writing to the Board of Directors, New Paradigm College Prep Academy, 4001 29th St., Detroit, Michigan 48210.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE



New Paradigm College Prep

2021-2022 Calendar

NPCP

August 2	New Staff start date
August 9	Staff Returns
August 9-27	Staff Professional Development
August 30-Sept 2	First week ½ day/Staff PD
September 3-6	No School Labor Day Weekend
September 13	Preschool First Full Day of School
September 18	Ice Cream Social
October 6	½ day -Parent -Teacher Conferences- 1:00-5:00
November 5	End of Quarter I
November 19	No School Students /Staff PD
November 25-26	Thanksgiving Break – School Closed
December 8	Parent/Teacher Conferences 4:30 – 6:30 pm
December 17	½ Day School / Staff PD
December 20	Winter Break
January 4, 2022	Return to school
January 17	School Closed – Dr. M.L. King Observances
January 28	End of Quarter II
February 11	No School For Students /Staff PD
February 21-25	Mid Winter Break
February 28	Return to school
March 9	Parent/Teacher Conferences 4:30 – 6:30
April 1	3 rd Quarter Ends
April 6	½ day/ Staff PD
April 15 - 24	No school Spring Break
April 25	Return from Spring Break
May 30	No School Memorial Day
May 31	Return to school
June 8	½ Day /Staff PD
June 17	Last Day of School for students
June 21	Last Day of School for staff

Daily Dismissal Times

3:30

Half Day Dismissal Times

12:00

Calendar is subject to additional date changes

DRAFT

180 days

August						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January						
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						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	M	Tu	W	Th	F	Sa
					1	2
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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19

19

23

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13

NEW PARADIGM COLLEGE PREP
2021-2022 CLASS SCHEDULE K-8

	Eryn Green	Lisa Powell	Savannah Tomasik	Beth Wilson	Open	John Paul Lewis	John Berneir
	1	2	3	4	5	INTERVENTION	INTERVENTION: ESL
TIME	ARRIVAL	ARRIVAL	ARRIVAL	ARRIVAL	ARRIVAL	ARRIVAL	ARRIVAL
7:50 - 8:10	STUDENT CIRCLE	STUDENT CIRCLE	STUDENT CIRCLE	STUDENT CIRCLE	STUDENT CIRCLE	STUDENT CIRCLE	STUDENT CIRCLE
8:15 - 9:45	SFA	SFA	SFA	SFA	SFA	SFA 8:15-9:45	PD 9:10 8:15
9:50 - 10:20	FRE/MATH GAMES	FRE/MATH GAMES	WRITING 9:50-10:35	SCIENCE 9:50-10:40	SCIENCE 9:50-10:40	SEVENTH 9:15 - 10:15	SEVENTH/EIGHTH 9:15 - 10:15
10:20 - 11:20	MATH	MATH	SOC STUD 10:35-11:20	FRE/MATH GAMES 10:40-11:10	FRE/MATH GAMES 10:40-11:10	PD 9:55 - 10:15	K/SIXTH 10:20-11:15
11:25 - 11:55	LUNCH	LUNCH	LUNCH	MATH 11:10-12:10	MATH 11:10-12:10	LUNCH 11:25 - 11:55	LUNCH 11:25 - 11:55
11:55 - 12:10	RECESS	RECESS	RECESS				
12:15 - 12:45	WRITING	WRITING	FRE/MATH GAMES 12:15-12:40	LUNCH	LUNCH	PD 12:00 - 12:40	RECESS/LUNCH DUTY 12:00 - 12:40
12:45 - 1:00	PD	PD	MATH 12:40-1:40	RECESS	RECESS	FIRST 12:45-1:40	FIRST/SECOND 12:45-1:40
1:00 - 1:40				SOC STUD	WRITING		
1:45 - 2:35	SCIENCE	SCIENCE	PD	WRITING	SOC STUD	THIRD-A 1:45-2:35	THIRD 1:45-2:35
2:40 - 3:30	SOC STUD	SOC STUD	SCIENCE	PD	PD	FIFTH 2:40-3:30	FIFTH/FOURTH 2:40-3:30
3:35	DISMISSAL	DISMISSAL	DISMISSAL	DISMISSAL	DISMISSAL	DISMISSAL	DISMISSAL



	KINDERGARTEN
7:50	ARRIVAL
8:00 - 8:15	15-MINUTE MATH (CALENDAR)
8:15 - 8:30	GREETINGS, READINGS, & WRITINGS
8:30 - 8:55	GATHERING CIRCLE/THEME EXPLORATION
8:55 - 9:05	Rhyme Time
9:05 - 9:25	STaR
9:30 - 10:00	STEPPING STONES
10:00 - 10:15	RECESS
10:20 - 11:15	SPECIAL
11:20 - 11:45	LUNCH
11:45 - 12:00	LET'S DREAM
12:05 - 12:35	WRITE AWAY
12:40 - 1:40	MATH
1:40 - 1:55	SNACK
2:00 - 2:30	SOCIAL STUDIES/SCIENCE
2:30 - 3:15	LEARNING LABS
3:15 - 3:35	LET'S THINK ABOUT IT/HOMEWORK REVIEW
3:35	DISMISSAL

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED



**NEW PARADIGM
FOR EDUCATION**

Statement of age and grade range

The Academy will be open to age appropriate students for grades K-12 who are residents of the State of Michigan, without regard to race, sex, religion, creed, color, or nationality, origin, handicap status, intellectual/athletic abilities or measures of achievement or aptitude.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**

New Paradigm College Prep

The facility at 4001 29th Street, Detroit, MI 48210 sits on approximately 5.6 acres of land. The building is approximately 40,763 square feet in size, is “H” shaped in plan, and is a single story building that was built in 2013. The building includes 25 classrooms, a library, 2 small classrooms/tutoring rooms, administrative offices, restrooms, and a multi-purpose room with a small server. The southern portion of the site is improved with parking, access driveways, and landscaping and the eastern portion of the site is improved with playgrounds and open play space.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “**Sublease**”), is made and entered into as of _____ (the “**Effective Date**”), by and between New Paradigm for Education, Inc., a Michigan nonprofit corporation (“**Sublandlord**”), and New Paradigm College Prep, a Michigan nonprofit corporation (“**Subtenant**”). Sublandlord and Subtenant are sometimes collectively referred to herein as the “**Parties**” or individually as a “**Party**.” Unless otherwise defined herein, all terms used herein shall have the meanings defined in the Prime Lease (as defined below). In the event of any conflict between this Sublease and the Prime Lease (defined below), this Sublease shall govern and control.

RECITALS:

A. Sublandlord entered into that certain Lease Agreement by and between CA Detroit 4001 29S LLC, a Delaware limited liability company, as Landlord (the “**Prime Landlord**”), and Sublandlord, as Tenant, dated as of even date herewith, attached hereto as Addendum A and incorporated herein by this reference (the “**Prime Lease**”), which Prime Lease demised to Sublandlord certain Premises (as defined in the Prime Lease).

B. The Premises comprise the following: the real property located at 4001 29th Street in the City of Detroit, Wayne County, Michigan, consisting of approximately 248,118 square feet of land, more particularly described as set forth on the Exhibit 1.1 attached to and made a part of the Prime Lease, and the building(s), fixtures, and improvements located upon the Land as of the Commencement Date.

C. Subtenant is a Tenant Affiliate of Sublandlord and Sublandlord is the Manager under the Management Agreement.

D. Pursuant to Section 19.2 of the Prime Lease, Subtenant now wishes to sublet the Premises from Sublandlord and Sublandlord wishes to sublet the Premises to Subtenant.

NOW, THEREFORE, in consideration of the terms, conditions and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENTS:

1. Incorporation of Recitals. The Parties acknowledge and agree that the foregoing recitals are true and correct and are hereby incorporated as a material part of this Agreement.

2. Letting, Lease Obligations. Sublandlord hereby leases to Subtenant, and Subtenant hereby leases from Sublandlord, the Premises (as defined in Section 3 below), at the rental and upon all of the terms, covenants, conditions and obligations set forth in this Sublease. To the extent permitted under applicable law, Subtenant hereby expressly assumes and agrees to each obligation of Sublandlord—as well as to each term, covenant, and condition—under the Prime Lease, excepting only those provisions, terms, covenants, conditions, and obligations of Sublandlord which can only be performed by Sublandlord, if any. For purposes of this Sublease the Parties agree that, as between Sublandlord and Subtenant, whenever the term “Landlord” is used in the Prime Lease, such term shall mean and include Sublandlord and whenever the term “Tenant” is used, such term shall mean and include Subtenant. For each applicable provision of the Prime Lease requiring the consent of Prime Landlord, Subtenant will obtain the consent of both Prime Landlord and Sublandlord.

3. Demised Premises. For purposes of this Sublease, the demised “Premises” shall mean the Premises as defined in the Prime Lease.

4. Term. The term of this Sublease (the “**Sublease Term**”) shall commence on the Commencement Date (as defined in the Prime Lease) and shall expire on the earliest to occur of the following (the “**Sublease Expiration Date**”): (i) June 30, 2048, (ii) the Closing Date, (iii) the date upon which the Charter School Contract (as at any time extended or renewed) shall be terminated or revoked, as provided in the last sentence of Section 5, below, or (iv) the date upon which the Term shall expire or be canceled or terminated pursuant to any of the terms, conditions, or covenants of the Prime Lease—or, upon Sublease Conversion, pursuant to any of the terms, conditions, or covenants of the Prime Lease, or of this Sublease (as then incorporating the terms of the Prime Lease)—or pursuant to any Legal Requirements. Notwithstanding the foregoing, however, if, on or before August 20, 2019, (i) possession of the Premises, free and clear (as required under Section 2.1 of the Prime Lease) of all other occupants and the right of any other Person(s) to possess such Premises, is not delivered to the Sublandlord because of Unavoidable Delay or Existing Tenant Delay, or (ii) if Sublandlord shall not have obtained Authorizer’s non-disapproval of the Prime Lease and this Sublease, as contemplated under Section 19.2 of the Prime Lease, then, in either such, event, this Sublease shall terminate without right or recourse by either Party against the other Party.

As expressly contemplated under this Sublease and under Section 12.1.1 of the Prime Lease, Subtenant shall at all times maintain the Charter School Contract in good standing and in full force and effect, and take all actions necessary to renew or extend such Charter School Contract through (and including) June 30, 2048.

5. Rent. Monthly rent for the Sublease Term shall be equal to the Base Rent as specified in ARTICLE VI of the Prime Lease plus Additional Rent as specified in ARTICLE VII of the Prime Lease. The Base Rent payments are due and payable as required by ARTICLE VI of the Prime Lease on and after the Commencement Date specified in Section 2.1 of the Prime Lease. Subtenant covenants and agrees to pay Base Rent and Additional Rent. Subtenant shall pay the Base Rent and Additional Rent promptly when due without notice or demand therefor and without any abatement, deduction or set off for any reason whatsoever unless expressly provided in this Sublease or the Prime Lease. All payments of Additional Rent shall be made to Sublandlord in the manner and to such address or account as Sublandlord may direct Subtenant, in writing (or, if so directed by Sublandlord, directly to Landlord under the Prime Lease in the manner and to such address or account as Sublandlord may direct Subtenant, in writing). Time is of the essence with respect to this Sublease. If Subtenant fails to make any payment due hereunder within the time period permitted for payment of Rent in the Prime Lease, then Subtenant shall be subject to each and every penalty and default provision provided in the Prime Lease, plus any attorneys’ fees and/or other costs incurred by Sublandlord by reason of Subtenant’s failure to pay rent and/or other charges when due hereunder. The Parties agree that Subtenant shall be solely responsible for paying any assessments or taxes imposed by any taxing authority, if any, on its personal property as required by Section 7.3 of the Prime Lease. Notwithstanding the foregoing, this Sublease shall immediately terminate, without cost or recourse, in the event the Charter School Contract is terminated or revoked for any reason.

6. [Intentionally Omitted.]

7. [Intentionally Omitted.]

8. Permitted Use. Subtenant shall use and occupy the Premises solely for the Permitted Use under ARTICLE X of the Prime Lease.

9. Covenants. Subtenant covenants and agrees that, during the Sublease Term:

(b) Subtenant shall use its best efforts to keep (and cause to be kept) the Charter School Contract and all obligations thereunder current and fully performed, and accordingly shall not do, permit, or suffer to be done, any act or omission by Subtenant, its agents, employees, contractors or invitees which is prohibited by the Charter School Contract, or which would constitute a violation or default thereunder, or result in a forfeiture, termination or non-renewal of the Charter School Contract or result in Subtenant, Sublandlord, or the Charter School Contract being placed on academic probation by the Authorizer or other charter school governing authority.

Notwithstanding the foregoing, the Sublease Term shall, as provided in Section 4 of this Sublease, expire (if not then already expired) on the date upon which the Charter School Contract (as extended or renewed) shall be terminated or revoked by the Authorizer, whereupon this Sublease shall have no further force or effect.

10. As Is Conveyance. Subtenant acknowledges and agrees: (i) that, on the Commencement Date, the Premises shall be demised to Subtenant, and that Subtenant shall then accept possession of the Premises, in their "AS IS" condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, and (ii) that, except only as expressly stated by Prime Landlord in the Prime Lease, no Landlord Party has made any representation or warranty, direct or indirect, oral or written, express or implied, to Sublandlord or Subtenant with respect to the Premises, their fitness for any particular purpose, or their compliance with any Legal Requirements, and Subtenant is not aware of and does not rely upon any such additional representation.



SUBTENANT'S INITIALS

On the Commencement Date, Subtenant shall be deemed to have waived any and all objections to the Premises and any Property Condition to the extent permitted by applicable law, whether or not known to Prime Landlord, Sublandlord or Subtenant. Furthermore, except only as expressly provided otherwise in the Prime Lease and to the extent permitted by applicable law, from and after the Commencement Date, Subtenant hereby completely releases and forever discharges all Landlord Parties from all claims, liabilities, demands, judgments, damages, losses, and costs to the extent that any of the same may arise from or be related to any of the following: (i) any Property Condition, whether known or unknown by any of Prime Landlord, Sublandlord or Subtenant, existing as of the Commencement Date; (ii) any claim for indemnity or contribution arising under any Legal Requirements relating to liability of property owners for Hazardous Materials existing upon the Premises as of the Commencement Date; and (iii) any latent or patent defect affecting the Premises as of the Commencement Date. Subtenant's release obligations under this Section 10 shall survive the termination of this Sublease.

11. Insurance. Each Party, at its respective expense, shall comply with the "Tenant's Insurance Requirements" as defined in ARTICLE XIII of the Prime Lease, although such insurance may be provided under one policy or policies with both Parties shown as named insureds. Each Party shall provide the other Party and Prime Landlord with evidence of insurance as required by Section 13.2.1 of the Prime Lease. To the maximum extent permitted by its insurance policies, each Party, for the benefit of the other Party, waives any and all rights of subrogation which might otherwise exist.

12. Indemnification. To the extent permitted under applicable law, Subtenant shall, except to the extent resulting from the gross negligence or willful misconduct of any Landlord Party in connection with Prime Landlord's performing its obligations under the Prime Lease, indemnify, defend, save, and hold harmless all Landlord Parties from and against any and all demands, costs, claims, causes of action, suits, fines, penalties, injuries, damages (including without limitation,

in connection with Prime Landlord's performing its obligations under the Prime Lease, indemnify, defend, save, and hold harmless all Landlord Parties from and against any and all demands, costs, claims, causes of action, suits, fines, penalties, injuries, damages (including without limitation, personal injury damage (including death), damage to property, and any and all sums paid for settlement of claims), losses, liabilities (including, but not limited to, strict liability), judgments, and expenses (including, without limitation, reasonable attorneys' fees and expenses, filing and other court costs, consultant fees, and expert fees) incurred in connection with or arising from any of the following: (i) the use, condition, operation or occupancy of the Premises; (ii) any activity, work, or thing done, or permitted or suffered by or through Subtenant, in or about the Premises (in which instances the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of insurance, damages, compensation, or benefits payable by or for any Subtenant Party (as defined below) under workers' compensation acts, disability benefit acts, or other employee benefit acts); (iii) any acts, omissions, or negligence of any Subtenant Party; (iv) any claim of any students, staff, employees, or other invitees of any Subtenant Party, including claims alleging breach or violation of such person's civil or legal rights; (v) any breach, violation, or nonperformance by any Subtenant Party, of any term, covenant, or provision of this Sublease or any Legal Requirement (expressly including, without limitation, any breach of ARTICLE X of the Prime Lease, and any breach resulting from the presence or removal of any Dangerous Condition or Hazardous Materials from the Premises); (vi) any harm to the person, property, or business of any Subtenant Party or of any other person entering upon the Premises, including (without limitation) any claims of third parties due to theft, burglary, or other criminal activity, or for damages or injuries to persons or property resulting from unauthorized persons gaining access to the Premises; (vii) any contest by Subtenant of Real Estate Taxes under Section 7.2.4 of the Prime Lease; (viii) any contest by Subtenant of Legal Requirements under Section 11.2 of the Prime Lease; (ix) any contest by Subtenant of any notice of violation(s) under Section 14.2.5 of the Prime Lease; (x) any Alterations, additions, or improvements by or on behalf of Subtenant to the Premises under ARTICLE XIV; (xi) any claims that may be made against Prime Landlord by a proposed assignee or subtenant, or by any brokers or other persons claiming a commission or similar compensation in connection with any proposed assignment or subletting; and (xii) any holding over by Subtenant at the end of the Sublease Term. The foregoing indemnities shall survive the Sublease Expiration Date. If any action or proceeding is brought against any Landlord Party by reason of any such indemnified claim as set forth above, Subtenant, upon notice from Prime Landlord, will defend the claim at Subtenant's sole cost with counsel reasonably satisfactory to Prime Landlord. If Prime Landlord reasonably determines that the interests of any Landlord Party and the interests of Subtenant in any such action or proceeding are not substantially the same and that Subtenant's counsel cannot adequately represent the interests of any Landlord Party with respect to such indemnified claim as set forth above, Prime Landlord shall have the right to hire separate counsel in any such action or proceeding and the costs and expenses thereof, including all attorneys' fees and expenses, shall be paid for by Subtenant. Landlord shall indemnify, defend, and hold harmless Subtenant from and against all losses, claims, expenses (including attorneys' fees), liabilities, lawsuits, injuries, and damages of whatever nature occurring at the Premises as a direct result of any Landlord Party's negligence or willful misconduct in connection with Prime Landlord's performing its obligations under the Prime Lease.

For purposes of this Sublease: (i) the term "**Subtenant Affiliate**" means any person or entity that Controls, is Controlled by, or is under common Control with Subtenant; and (ii) "**Subtenant Party**" means Subtenant and any Subtenant Affiliate (including, without limitation, Sublandlord), and their respective officers, directors, shareholders, constituent partners, members or principals, employees, staff, students, parents, consultants, contractors, agents, and professional advisors.

13. Restriction on Transfer. Subtenant covenants and agrees that neither this Sublease nor the term and estate hereby granted, nor any interest herein or therein, will be assigned or otherwise transferred, whether voluntarily, involuntarily, directly or indirectly, by operation of law or otherwise, and that neither the Premises nor any part thereof will be encumbered in any manner by reason of any act or omission on the part of Subtenant, or used or occupied or permitted to be used or occupied by anyone other than Subtenant, or for any use or purpose other than the Permitted Use (as defined in the Prime Lease), or be sub-sublet (which term, without limitation, shall include granting of concessions, licenses and the like) in whole or in part, or be offered or advertised for assignment or sub-subletting by Subtenant or any person acting on behalf of Subtenant, without, in each case, the prior written consent both of Sublandlord and of Prime Landlord (which consent may be withheld by Sublandlord and/or by Prime Landlord in their respective exercises of their sole and absolute discretion). The provisions of this Section 13 shall apply to a transfer (by one or more transfers) of a controlling portion of or interest in the stock or partnership or membership interests or other evidences of equity interests of Subtenant as if such transfer were an assignment of this Sublease. If this Sublease is assigned, or if the Premises or any part thereof is sub-sublet or occupied by anyone other than Subtenant, whether or not in violation of the terms and conditions of the Sublease, Sublandlord may, at any time and from time to time, collect rent and other charges from the assignee, subtenant or occupant, and apply the net amount collected to the rent and other charges herein reserved, but no such assignment, subletting, occupancy, collection or modification of any provisions of this Sublease shall be deemed a waiver of the provisions of this Section 13, or the acceptance of the assignee, subtenant or occupant as a tenant or a release of Subtenant from the further performance of covenants on the part of Subtenant to be performed hereunder. Any consent by Sublandlord and Prime Landlord to a particular assignment, subletting or occupancy or other act for which Sublandlord's and Prime Landlord's consent is required under this Section 13 shall not in any way diminish the prohibition stated in this Section 13 as to any further such assignment, subletting or occupancy or other act or the continuing liability of the original named Subtenant. No assignment or subletting hereunder shall relieve Subtenant from its obligations hereunder, and Subtenant shall remain fully and primarily liable therefor.

14. Sublease Conversion. The Parties, together with the Prime Landlord by its Acknowledgement below, hereby acknowledge and agree to the terms set forth in Section 24.2 of the Prime Lease, subject to the following:

If any one or more Events of Default set forth above occur, then immediately upon such Event of Default, [Sublandlord's] right to possess the Premises under [the Prime Lease] shall be terminated and—provided (i) that Subtenant, upon the occurrence of such Event of Default, shall immediately and fully cure all Events of Default (other than an Event of Default under Section 24.1(d), Section 24.1(e), or Section 24.1(i)) that then may be existing or ongoing, except only as (and then only to the extent) that (A) any of the same may have been waived in writing by [Prime Landlord] in its sole discretion, or (B) that any such Event of Default is not amenable to cure by a Person other than [Sublandlord], and (ii) that either (A) [Sublandlord] shall not have renounced or cancelled the Guaranty, as delivered to [Prime Landlord] on the Effective Date or (B) if [Sublandlord] shall have renounced or cancelled the Guaranty as delivered to [Prime Landlord] on the Effective Date, that Subtenant shall have provided to [Prime Landlord] substitute security for payment and performance of the obligations otherwise secured by the Guaranty, which substitute shall be reasonably acceptable to [Prime Landlord]—Subtenant then shall (subject only to the terms under Section 14 of the Approved Sublease) be deemed to have taken possession of such Premises as [Prime Landlord's] sole and direct tenant on all of the terms and conditions of [the Prime Lease], as then incorporated into the Approved Sublease (such deemed taking of possession

being known under [the Prime Lease] as the ‘**Sublease Conversion**’). [Prime Landlord] shall exercise reasonable efforts to deliver to [Sublandlord] and to Subtenant, within three (3) Business Days of the Sublease Conversion, written notice of the same, but failure to deliver such notice shall not impair or limit Subtenant’s obligations, pursuant to the Sublease Conversion, as the sole and direct tenant of [Prime Landlord] pursuant to all terms and conditions of [the Prime Lease], as then incorporated into the Approved Sublease.

In carrying out the Sublease Conversion, the Parties (together with Prime Landlord by its Acknowledgement below) hereby further agree and acknowledge that, immediately upon such Sublease Conversion, the Prime Lease shall automatically (without the need for any written instrument so indicating) be deemed modified to provide that the “Sublease Term” (as defined in this Sublease) shall become the “Term” (as defined in the Prime Lease) of Subtenant’s leasehold obligation for the Premises. The Parties and the Prime Landlord further agree that, upon Sublease Conversion, each of them shall, if any one of them delivers a written request for the same, enter into a written amendment to this Sublease (as it then incorporates all of the terms and conditions of the Prime Lease—as modified, if at all, by the last sentence of Section 5 of this Sublease).

15. Signs. Subtenant shall have the right to such signage as permitted by ARTICLE XX of the Prime Lease. Sublandlord shall not post any signage on the Premises without the prior written consent of the Subtenant.

16. Exercise of Option to Purchase. The Parties, together with the Prime Landlord by its Acknowledgement below, hereby acknowledge and agree, pursuant to and according to the terms of Section 3.2 of the Prime Lease, that Subtenant may exercise the Option. Due delivery of the Notice of Exercise by Subtenant shall be deemed an irrevocable obligation of Subtenant to purchase the Premises, and of Landlord to sell the Premises, pursuant to all other terms and conditions set forth in the Prime Lease and Option Sale Agreement. As provided in Section 3.2 of the Prime Lease, any failure by Subtenant to timely consummate closing pursuant to an Option Sale Agreement after delivery of a valid Notice of Exercise shall immediately terminate all Option rights under ARTICLE III of the Prime Lease (including, without limitation, all subsequent rights, if any, to deliver a Notice of Exercise).

17. Notices. All notices under this Sublease shall comply with the requirements of ARTICLE XXVII of the Prime Lease and shall be delivered to Landlord and Sublandlord in the manner and to the addresses specified in ARTICLE XXVII of the Prime Lease and, if to Subtenant as follows:

If to Subtenant:	New Paradigm College Prep 2450 S. Beatrice Street Detroit, MI 48217 Attn: Ralph C. Bland Email: ralph@npfenow.org
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18. Representations and Warranties. Subtenant hereby represents and warrants to Sublandlord and Prime Landlord each of the representations and warranties provided in Section 30.1 of the Prime Lease as if fully stated herein. Sublandlord hereby represents and warrants to Subtenant and Prime Landlord each of the representations and warranties provided in Section 30.2 of the Prime Lease as if fully stated herein.

19. Counterparts; Emailed Signatures. This Sublease may be executed in counterparts, each of which shall be deemed an original, and all of which counterparts taken together shall constitute one and the same agreement. Executed counterparts of this Sublease may be delivered by

electronic mail, and failure to deliver an executed original shall not affect the enforceability of this Sublease, it being expressly agreed that each Party shall be bound by its own emailed signature and shall accept the emailed signature of the other Party.

20. Entire Agreement. This Sublease, including any exhibits or schedules referenced herein, contains the entire agreement and understanding of the Parties with respect to the subject matter of this Sublease and all agreements and understandings entered into prior to this Sublease, with respect to the subject matter hereof, are revoked and superseded by this Sublease. No representations, warranties, inducements, promises, agreements or understandings not contained in this Sublease regarding the subject matter of this Sublease shall be of any force or effect unless in writing, executed by the Party to be bound and dated on or subsequent to the date of this Sublease.

21. Third Party Beneficiary. With respect to Sections 10, 12, 13, 14, and 16 of this Sublease, Prime Landlord is a third party beneficiary of this Sublease and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

22. Waiver of Jury Trial. Subtenant hereby voluntarily and knowingly waives trial by jury, to the extent permitted by Legal Requirements, in any action, proceeding, or counterclaim by either Party against the other Party on any matters whatsoever arising out of or in any way connected with this Sublease, the relationship of the Parties as Sublandlord and Subtenant, Subtenant's use or occupancy of the Premises, any emergency or statutory remedy, or any act or omission of any Party with respect to the Prime Lease, this Sublease or the Premises. In the event of litigation, this Sublease may be filed as a written consent to a trial by the court without a jury.

23. Miscellaneous. Sublandlord's and Subtenant's joint and several obligations to the Prime Landlord notwithstanding, Sublandlord shall not pass on, charge to, or mark up and charge to, Subtenant any cost attributable to Sublandlord's fault or untimely performance pursuant to the Prime Lease. And, furthermore, any cost that is Subtenant's obligation to reimburse Sublandlord shall be at no more than cost.

24. Reporting Costs. All costs relating to Sublandlord's compliance with respect to the record keeping and reporting obligations under the Prime Lease shall be covered by Sublandlord's management fee charged by Sublandlord to Subtenant under the Management Agreement between Sublandlord and Subtenant.

25. Authorizer Non-disapproval. The Parties acknowledge and agree that, any execution of this Sublease notwithstanding, this Sublease is conditioned upon Authorizer non-disapproval of the Prime Lease and this Sublease.

[Signatures begin on next page.]

IN WITNESS WHEREOF, as of the Effective Date, (i) the Parties have executed this Sublease and (ii) Sublandlord has executed and delivered to Subtenant and to Prime Landlord, pursuant to Section 12.2(b) of the Prime Lease, a guaranty of payment and performance in the form of the instrument attached hereto as Addendum B and incorporated herein by this reference.

SUBLANDLORD:

NEW PARADIGM FOR EDUCATION, INC.,
a Michigan nonprofit corporation

By: 

Name: Ralph Bland

Title: CEO

SUBTENANT:

NEW PARADIGM COLLEGE PREP,
a Michigan nonprofit corporation

By: 

Name: Gary Spencer

Title: Board President

FIRST AMENDMENT TO LEASE AGREEMENT
(New Paradigm for Education, Inc. – 4001 29th Street)

This FIRST AMENDMENT TO LEASE AGREEMENT (this “**First Amendment**”), dated as of July 23, 2019, by and between CA Detroit 4001 29S LLC, a Delaware limited liability company (“**Landlord**”) and New Paradigm for Education, Inc., a Michigan nonprofit corporation (“**Tenant**”).

WITNESSES:

A. Landlord and Tenant are parties to that certain Lease Agreement dated as of May 28, 2019 (the “**Lease**”). Under the Lease, Tenant leases from Landlord those certain “**Premises**” consisting of real property located in the city of Detroit, Wayne County, Michigan, which Premises are more particularly described in the Lease.

B. Tenant and New Paradigm College Prep, a Michigan nonprofit corporation (the “**Subtenant**”) are parties to that certain Sublease Agreement likewise dated as of May 28, 2019 (the “**Sublease**”). Under the Sublease, Subtenant leases from Tenant (as sublandlord) all of the Premises.

C. Landlord and Tenant desire to amend the Lease on the terms and conditions set forth in this First Amendment.

D. Subtenant desires to acknowledge and confirm the terms and conditions of this First Amendment.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Definitions. Capitalized terms used, and not otherwise defined, in this First Amendment shall have the same meanings as provided in the Lease. The Lease and this First Amendment shall herein be collectively referred to as the “**Lease**,” and from and after the date of this First Amendment, any reference to the “**Lease**” shall mean the Lease (as defined in Recital A) as modified by this First Amendment.

2. Subtenant’s Occupancy Rights. Notwithstanding any contrary provision of the Lease or Sublease, if an Event of Default occurs due to a termination of the Management Agreement (i.e., under Section 24.1(i) of the Lease) and Sublease Conversion does not then occur, Landlord shall promptly deliver written notice to Subtenant that either:

(a) Subtenant shall be deemed to have taken possession of the Premises as Landlord’s sole, direct tenant on all of the terms and conditions of the Lease for a period of two (2) years from the date on which Tenant’s right to possess the Premises has been terminated; or

(b) Subtenant shall be deemed to have taken possession of the Premises as Landlord’s sole, direct tenant on all of the terms and conditions of the Lease for the remainder of the Term.

In both instances above, Subtenant’s right and obligation to occupy the Premises shall be subject to the Authorizer’s terminating or revoking the Charter School Contract (as extended or renewed). If so terminated, concurrently therewith, the Subtenant’s right to occupy the Premises shall also terminate.

3. Miscellaneous.

(a) Entire Agreement. This First Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(b) Other Terms and Conditions. Except as specifically modified or amended by this First Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

(c) Conflict. In the event of a conflict or inconsistency between the terms and conditions of the Lease (as defined in Recital A) and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall control.

(d) Binding Effect. The terms of this First Amendment shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant (except in the case of Tenant, however, only such assigns as may be permitted under the Lease) and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and permitted assigns.

(e) Authorization. Tenant represents that this First Amendment has been duly authorized, executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant. Landlord represents that this First Amendment has been duly authorized, executed and delivered by Landlord and constitutes the legal, valid and binding obligation of Landlord.

(f) Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original. Executed counterparts of this First Amendment may be delivered electronically by electronic mail, and such documents shall be effective as original executed instruments.

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment to Lease as of the day and year first above written.

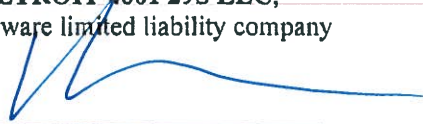
TENANT:

NEW PARADIGM FOR EDUCATION, INC.,
a Michigan nonprofit corporation

By: 
Name:
Title:

LANDLORD:

CA DETROIT 4001 29S LLC,
a Delaware limited liability company

By: 
Name: Bari Cooper Sherman
Title: Vice President

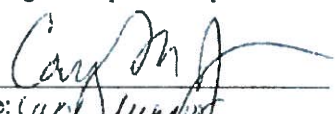


ACKNOWLEDGMENT AND CONFIRMATION OF SUBTENANT

The undersigned "Subtenant" being the Subtenant under the Sublease required under and referenced in the Lease, hereby acknowledges and confirms the terms, covenants, and conditions set forth in the First Amendment, and agrees to abide by the same. Subtenant represents that this Acknowledgement and Confirmation of Subtenant has been duly authorized, executed and delivered by Subtenant and constitutes the legal, valid and binding obligation of Subtenant.

SUBTENANT:

NEW PARADIGM COLLEGE PREP,
a Michigan nonprofit corporation

By: 
Name: Cary Lundquist
Title: Board President

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

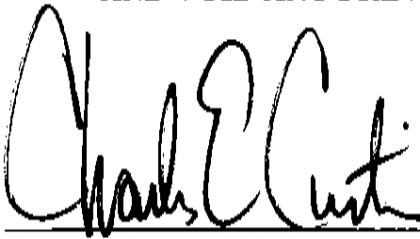
**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division**

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

**Building Permit No. B034796
Lighthouse Charter Academy
4001 29th Street
Detroit, Michigan
Wayne County**

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

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



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

November 13, 2013