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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

**DETROIT PREMIER ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

DETROIT PREMIER ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2024**

GENERAL INDEX

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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 Detroit Premier Academy (the “Academy”), to be effective July 1, 2024, 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 Eighth 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: Detroit Premier Academy
Attn: Board President
7781 Asbury Park
Detroit, MI 48228

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, 2024, and shall remain in full force and effect for three (3) years until June 30, 2027, 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.

[INTENTIONALLY LEFT BLANK]


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.

DETROIT PREMIER ACADEMY

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 FEBRUARY 23, 2024:

Reauthorization of 6a Charter Contract – Detroit Premier Academy, Detroit (3
years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on April 22, 2005, initially authorized the issuance of a contract to charter Detroit Premier Academy (the “Academy”); and

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 11, 2011, authorized the conversion of the Academy from a 6a public school academy to a 6e School of Excellence; 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 present Board of Directors of the Academy has requested the reissuance of a 6a contract to charter as a public school 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 three (3) year term beginning July 1, 2024, and ending June 30, 2027;

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 three (3) 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.

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 March 2024.

A handwritten signature in black ink, appearing to read 'Stacie R. Behler', is written over a horizontal line.

Stacie R. Behler, Vice President and Chief Public
Affairs and Communications Officer
Secretary, Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON NOVEMBER 2, 2018:

Reauthorization of 6e Charter Contract – Detroit Premier Academy, Detroit (5 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on April 22, 2005; and

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 11, 2011, authorized the conversion of the Academy from a 6a public school academy to a 6e School of Excellence; and

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

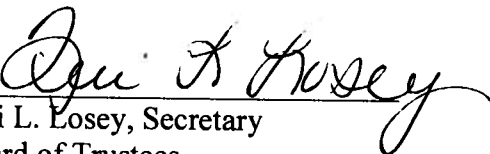
WHEREAS, Grand Valley State University will conduct an annual performance review with the Academy Board and Educational Service Provider; and

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a contract to charter as a 6e School of Excellence; and

WHEREAS, the University President's designee has recommended the reissuance of a contract to charter as a School of Excellence to the Academy for a five (5) year term beginning July 1, 2019, and ending June 30, 2024;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a School of Excellence to the Academy and authorizes the University President or designee to execute the contract to charter a School of Excellence 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.

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 9th day of November 2018.


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 FEBRUARY 10, 2012:

Detroit Premier Academy Contract Conversion Authorizing and Method of Selection Resolution

The following resolution is proposed:

WHEREAS, the Michigan Legislature has provided for the establishment of a School of Excellence ("School of Excellence") as part of the Michigan public school system by enacting Act Nos. 201 through 205 of the Public Acts of 2009; and

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

WHEREAS, the Michigan Legislature has mandated that a School of Excellence contract be issued on a competitive basis taking into consideration the resources available for the proposed School of Excellence, the population to be served by the proposed School of Excellence, the educational goals to be achieved by the proposed School of Excellence, and the applicant's track record, if any, in operating public school academies or other public schools; and

WHEREAS, the University Board, having received requests for converting a Public School Academy to a School of Excellence, and having examined the ability of the proposed performance standards, proposed academic program, financial viability of the applicant, and the ability of the proposed School of Excellence board of directors to meet the contract goals and objectives; and

WHEREAS, the Board of Directors of Detroit Premier Academy ("Academy") passed a resolution requesting that Grand Valley State University terminate its existing charter contract prior to the expiration date to allow for conversion from their 6A charter contract to 6E charter contract; and

WHEREAS, Section 10.5 of the charter contract between the University Board and the Academies allow the University Board to waive the requirement of the Academies to provide at least a ten (10) month notice of intent to terminate the charter contract; and

WHEREAS, MCL 380.553(4) of the Revised School Code ("Code") provides that an authorizing body shall "adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors of each School of Excellence subject to its jurisdiction,"; and

WHEREAS, the University Board has determined that each contract issued by the University Board shall contain the following method of selection and appointment process until otherwise amended by the University Board;

NOW, THEREFORE, BE IT RESOLVED:

**AUTHORIZING AND METHOD OF SELECTION RESOLUTION
FOR DETROIT PREMIER ACADEMY, A SCHOOL OF
EXCELLENCE:**

1. The University Board accepts the request of the Board of Directors of Detroit Premier Academy to terminate its 6a charter contract so that each Academy can convert to a School of Excellence under 6e of the Michigan Revised School Code.
2. The University Board waives the ten (10) month notice of intent to terminate and agrees to terminate the charter contract with an effective date to be determined by the University Charter Schools Office and authorizes the Charter Schools Office Director to take the actions necessary to conclude contractual responsibilities and obligations.
3. That the request for Detroit Premier Academy submitted under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), meets the University Board's requirements and the requirements of applicable law and is therefore approved.
4. Pursuant to the Method of Selection Resolution adopted by the University Board, the following number (#) persons are appointed as the initial board of directors for the Academies for the Schools of Excellence:

John S. Sloan Jr.	3 year term expiring June 30, 2015
Brenda M. Orr-Bunch	2 year term expiring June 30, 2014
Renee A. Shepherd	2 year term expiring June 30, 2014
Christine T. Wade	1 year term expiring June 30, 2013
Arecia Williams	1 year term expiring June 30, 2013
5. The University Board approves and authorizes the issuance of School of Excellence contracts to the Academies and authorizes the University President or designee to execute contracts to charter Schools of Excellence and related documents issued by the University Board to each Academy, provided that, before execution of the contract, the University President or his 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.
6. Method of Selection and Appointment of a School of Excellence Board Member:
 - a. Initial School of Excellence Board Member Nominations and Appointments: As part of the School of Excellence

application, the applicant shall propose to the University Charter Schools Office Director ("CSO Director"), the names of proposed individuals to serve on the initial board of directors of the proposed School of Excellence Academy ("Academy Board"). When the CSO Director recommends an initial contract for approval to the University Board, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the School of Excellence applicant ("Applicant"). To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the School of Excellence Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background and History Check Report prescribed by the University Charter Schools Office.

- b. Subsequent School of Excellence Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board member positions. As part of the appointment process, the Academy Board may submit to the CSO 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 CSO Director may or may not recommend the proposed nominee submitted by the Academy Board. If the CSO Director does not recommend a nominee submitted by the Academy Board, the CSO Director shall select a nominee and forward that recommendation to the University Board for appointment. The University Board shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the CSO Director determines an "exigent condition" exists which requires him/her to make an appointment to an Academy Board, the CSO Director, with University President approval, may immediately appoint a person to serve as an Academy Board member for the time specified, but not longer than the next meeting held by the University Board when a regular appointment may be made by the University Board. The CSO Director shall make the appointment in writing and notify the Academy Board 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 University Board 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.

7. 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 University Charter Schools Office including, but not limited to, a School of Excellence Board Member Questionnaire and a release for criminal records and 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 the University or be a member of the University Board.
8. Oath /Acceptance of Office/Voting Rights: Following appointment by the University Board, 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.
9. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the University Board 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 University Board determines that an Academy Board member’s service in office is no longer required, then the University Board may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member’s service ends. An Academy Board member may also be removed from office by a two-thirds (2/3) vote of the Academy Board for cause.

10. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the CSO Director. The resignation is effective upon receipt by the CSO 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 CSO Director shall confirm a resignation in writing. The resignation shall be effective upon the date the CSO Director sends confirmation to the resigning Academy Board member.
11. 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


12. Filling a Vacancy: The Academy Board may nominate and the CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointment" procedures in this resolution.
13. Number of Academy Board Member Positions: The number of Academy Board member positions shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
14. 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)

15. 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)

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 20th day of February 2012.


 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 22, 2005:

05-2-8 (8) On motion by Mr. Aronoff and second by Mrs. Taylor, the
following resolution was adopted unanimously:

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 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 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 Premier Academy ("Academy"), 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:
3. 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. The Director shall select the proposed nominees for recommended appointment by the Board of Trustees. 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; (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office; and (iii) be recommended for appointment by the Director.

b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board shall nominate individuals for subsequent Academy Board of Director positions. The Board of Trustees shall appoint subsequent Academy Board of Director members. As part of the appointment process, the Academy Board shall 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 concur in the appointment of a 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.

4. 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.

5. 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 University Charter Schools Office including, but not limited to, the University Charter Schools Office's 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 Grand Valley State University or be a member of the Board of Trustees.
6. 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.
7. 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. If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by the Board of Trustees with or without cause, or by a two-thirds (2/3) vote of the Academy's Board for cause. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms in office. Terms of service may be 2 years or 1 year if recommended by the Director or if desired by the Academy Board to stagger the appointment ending dates. 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.
8. 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 resignation is not required to resign, and if no such resignation

notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation of the resignation to the resigning Academy Board member.

9. 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

10. 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 and Temporary Appointment" procedures in this resolution.

11. 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 Board of Trustees.

12. 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)

13. 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)

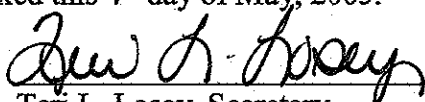
14. Initial Members of the Board of Directors: The Grand Valley State Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Vanessa Badger	2 year term
Gene E. Dunlap, Jr.	3 year term
Antonette McIlwain	2 year term
Janice N. Tillman	1 year term
*Parent representative yet to be named	2 year term

15. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy, to be dated and effective no earlier than July 1, 2005, and authorizes the Chairperson of the Board of Trustees 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.

16. 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 4th day of May, 2005.



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

SCHEDULE 2

ARTICLES OF INCORPORATION

BCS/CD-511 (Rev.10/08)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES			
Date Received		(FOR BUREAU USE ONLY)	
9-13-19		ADJUSTED TO AGREE WITH BUREAU RECORDS	
		This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name		FILED SEP 13 2019 ADMINISTRATOR CORPORATIONS DIVISION EFFECTIVE DATE:	
Margaret M. Hackett, THRUN LAW FIRM, P.C.			
Address			
3260 Eagle Park Drive, NE, Suite 121			
City	State	Zip Code	
Grand Rapids	Michigan	49525	

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

SECOND RESTATED ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
 (Please read information and instructions on the last page)

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6E of the Revised School Code (the "Code"), as amended, being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the undersigned school of excellence corporation (the "Corporation") executes the following Articles:

The present name of the Corporation is: Detroit Premier Academy

The identification number assigned by the Bureau is: 800900501

All former names of the Corporation are: None

The date of filing the original Articles of Incorporation was: December 2, 2004

The date of filing the First Restated Articles of Incorporation was: April 22, 2013

JP \$10.00 cc/BG
1904270

The following Second Restated Articles of Incorporation supersede the First Restated Articles of Incorporation and shall be the Articles of Incorporation of the Corporation.

ARTICLE I

The name of the Corporation is: Detroit Premier Academy

The authorizing body for the Corporation is: Grand Valley State University ("GVSU") Board of Trustees, ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

ARTICLE II

The purposes for which the Corporation is organized are:

1. Specifically, the Corporation is organized for the purposes of operating as a school of excellence in the State of Michigan pursuant to Part 6E of the Code, being Sections 380.551 to 380.561 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.

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: (if none, insert "none")
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

- e. 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: Business Filings, Incorporated
2. The address of the registered office is:

40600 Ann Arbor Road East, Suite 201 Plymouth, Michigan 48170
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above: Same

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
------	-------------------------------

N/A to Restated Articles of Incorporation

ARTICLE VI

The Corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, 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 Academy Board due to military duty may participate in the meeting virtually, and that member’s virtual presence will count towards quorum and allow the absent member to participate in and vote on business before the 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 VIII

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 IX

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 X

These 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 XI

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

ARTICLE XII

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 officer, 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 XIII

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 XIV

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 XV

The Articles of Incorporation shall become effective upon filing. However, the Corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a school of excellence, and the contract is executed by both the Academy Board and the Board of Trustees.

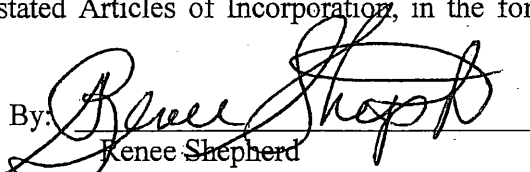
ADOPTION OF RESTATED ARTICLES

The Second Restated Articles of Incorporation were duly adopted on the 13th day of August, 2019, in accordance with the process of Section 641 of the Act. These Second Restated Articles of Incorporation restate, integrate and do further amend the provisions of the First Restated Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were in favor of the Second Restated Articles of Incorporation, in the form required by the GVSU Charter Schools Office.

Signed this 10 day of September, 2019

By:

Its:


Renee Shepherd

President, Board of Directors

CONTRACT SCHEDULE 3

BY LAWS

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RESTATED
BYLAWS
DETROIT PREMIER ACADEMY

ARTICLE I

NAME

This organization shall be called Detroit Premier Academy (the "Academy" or the "SOE Corporation").

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

Section 3.1 Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 3.2 Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Licensing and Regulatory Affairs, Commercial Services (or successor).

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act, Parts 6A and 6E of the Revised School Code ("Code"), and as otherwise authorized by law. The Academy Board may delegate

such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Charter Contract and Applicable Law.

Section 4.2 Method of Selection and Appointment. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Grand Valley State University Board of Trustees pursuant to Section 561(1)(c) of the Code, as may be amended from time to time, MCL 380.561(1) (c).

ARTICLE V

MEETINGS

Section 5.1 Annual and Regular Meetings. The Academy Board shall hold a regular meeting during the month of June 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 shall also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings: The Academy Board shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 5.2 Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board member. 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 Academy in the state of Michigan. The Academy shall provide notice of all special meetings as required by the Open Meetings Act.

Section 5.3 Notice; Waiver. The Academy Board shall provide notice of any meeting 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 personal address or electronic mail address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of the notice of the meeting required under this section, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.4 Quorum. In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows, or as may be defined in the Method of Selection resolution adopted by the Grand Valley State University Board of Trustees pursuant to Section 561(1)(c) of the Code, as may be amended from time to time, MCL 380.561(1) (c):

of Academy Board positions
Five (5)
Seven (7)
Nine (9)

Required for Quorum
Three (3)
Four (4)
Five (5)

A member of the Academy Board who is absent from a meeting of the Board due to military duty may participate in the meeting virtually, including, if feasible, procedures that ensure 2-way communication, and that member's virtual presence (1) will count towards the number of Academy Board members "physically present" for quorum purposes; and (2) will allow the absent member to participate in and vote on business before the Board.

Section 5.5 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 (as defined in Section 5.4 of these Bylaws) 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 5.6 Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5.7 Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any Academy matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Academy immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLES VI

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 vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Academy Charter Contract ("Contract"), Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 7.1 Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries or other officers as may be selected by the Academy Board.

Section 7.2 Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy 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 the annual meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 7.3.

Section 7.3 Removal. Any officer or agent elected or appointed to office by the Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interests of the Academy would be served thereby.

Section 7.4 Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term.

Section 7.5 President. The President of the Academy shall be a member of the Academy Board. The President of the Academy 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, when designated by the Academy Board, shall be Chairperson of all standing committees established 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 Academy Board from time to time.

Section 7.6 Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7.7 Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Academy records and of the corporate seal of the Academy and see that the corporate seal of the Academy is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 7.8 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) have charge and custody of and be responsible for all funds and securities of the Academy; (b) keep accurate books and records of Academy receipts and disbursements; (c) deposit all moneys and securities received by the Academy in such banks, trust companies or other depositories as shall be selected by the Board; (d)

complete all required corporate filings of the Academy; (e) assure that the responsibilities of the fiscal agent of the Academy 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 7.9 Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise

Section 7.10 Salaries. Officers of the Board, as Directors of the Academy, may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed for actual, reasonable and necessary expenses incident to their duties.

Section 7.11 Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Academy Board 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 8.1 Contracts. The Academy Board may authorize any officer(s), assistant(s), or acting officer(s), to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Academy. 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 Academy, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Grand Valley State University or impose any liability on Grand Valley State University, the University Board, its trustees, officers, employees or agents.

Section 8.2. Loans. No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Academy, other than in the ordinary and usual course of the business of the Academy, 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. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Academy will not issue a debt instrument (e.g., loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Academy or any person who serves on the

Academy Board. This prohibition also applies to the issuance of a debt instrument to any entity owned or closely related to any Academy employee or Academy Board member.

Section 8.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Academy, shall be signed by such officer(s), agent(s), of the Academy and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 8.4 Deposits. Consistent with Section 1221 of the Revised School Code ("Code"), the Treasurer of the Academy shall deposit or cause to be deposited the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Academy not otherwise employed shall be deposited from time to time to the credit of the Academy 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 Act No. 105 of the Public Acts of 1855, as amended, being sections 24.141 to 24.147 of the Michigan Compiled Laws.

Section 8.5 Voting of Securities Owned by the Academy. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by the Academy may be voted at any meeting of security holders of such other corporation by the President of the Academy or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of the Academy 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 the Academy shall be executed in the name of this the Academy by the President, the Secretary or the Treasurer of the Academy 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 the Academy shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by the Academy the same as such shares or other securities might be voted by the Academy. This section shall in no way be interpreted to permit the Academy to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Academy.

Section 8.6 Contracts Between Academy and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a member of the Academy Board, or a director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Academy 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 Academy 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 Academy would have power to indemnify such person against such liability under the preceding sentence. The Academy may,

to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the Academy 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 AND BUDGET

The fiscal year of the Academy shall begin on the first 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 Academy Board shall prepare and present an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 29 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 therein the name of the Academy, the State of Michigan and the words "Corporate Seal" and "School of Excellence."

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 of these bylaws and applicable law. Upon approval, the Academy Board shall forward the amendments 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 University Charter School Office, for review and comment, prior to adoption. If at any time the University notifies the Academy Board that a provision in the Academy Board's Bylaws violates or conflicts with applicable law or the Contract, the Academy Board shall remedy the identified provision to comport with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Restated Bylaws were adopted as and for the Bylaws of a Michigan school of excellence corporation in an open and public meeting by the Academy Board on the 25th day of June, 2019.



Board Secretary President

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 Detroit Premier Academy ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. 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.

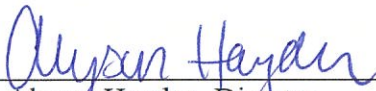
Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

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

Date: February 14, 2024

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS



**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2024 – June 30, 2025**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2024-2025 School Calendar/School Day Schedule.	CSO
July 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2024-2025.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2024-2025.	CSO
July 1	Budgeted Enrollment Number for 2024-2025.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2024-2025. Must be a board member.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2024-2025.	CSO
August 1	Board Designated Legal Counsel for 2024-2025.	CSO
August 1	School Safety Liaison for 2024-2025.	CSO
August 30	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
August 30	Hylant Insurance Policy Submission.	CSO
September 6	GVSU Check Directions (Where do we send checks for the 24-25 FY?)	CSO
September 6	Board approved Student Handbook 2024-2025.	CSO
September 6	Board adopted Employee Handbook 2024-2025.	CSO
September 6	Copy of School Improvement Plan covering 2024-2025 academic year.	CSO
September 6	School Contacts Update Certification.	CSO
September 13	Updated Waitlist Number for 2024-2025.	CSO
September 16	School Logo	CSO
October 3	Staff Roster (GVSU Format).	CSO
October 3	Annual Nonprofit Corporation Information Update for 2024.	CSO
October 3	Unofficial Count Day Submission.	CSO
October 10	Criminal History Record Registration- New Schools. (CHRISS)	CSO
October 10	National Student Clearinghouse information-high schools only (see Epicenter task).	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2024. (See MDE Website, https://www.michigan.gov/mde , for MDE due date.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2024, 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, 2024, 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
November 15	Alternative Education Data Collection, if applicable.	CSO
December 2	Transparency Page Update Certification.	CSO
December 13	MDE Benchmark Assessment Grant Verification.	CSO
January 10	Staff Roster (GVSU Format).	CSO
January 10	School Contacts Update Certification.	CSO
January 10	Emergency Operations Plan.	CSO
January 30	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Schedule 6 Certification. See task for more detail.	CSO
February 14	Annual Education Report. The deadline changes for this each year. Please be sure to check mischooldata.org for the updated templates or find them in the Epicenter Task.	CSO
April 14	Ensuring Access to Federal Funds-Significant Expansion Notice	CSO
April 30	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2025-2026.	CSO
May 15	Offered Seat Schedule per Grade.	CSO
May 15	Waitlist for 2025-2026.	CSO
June 2	Certificate of Boiler Inspection covering 2024-2025.	CSO
June 2	NWEA Counts for next academic year.	CSO
June 13	Copy of Notice of Public Hearing for Annual Operating Budget for 2025-2026.	CSO
June 26	2024-2025 Log of emergency drills, including date, time, and results. See Epicenter Task for template.	CSO
June 26	Board adopted Letter of Engagement for year ending June 30, 2025, for an independent financial audit.	CSO
June 26	Food service license expiring in 2025.	CSO
June 26	Points of Pride for Annual Report.	CSO
June 26	School Description for Annual Report.	CSO
June 26	Scholarship Dollars awarded to graduating seniors (High Schools Only).	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 26	Alternative Education Data Collection, if applicable.	CSO
June 26	Total number of graduates (High Schools Only).	CSO

Ongoing Reporting Requirements **July 1, 2024 – June 30, 2025**

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. <i>Meeting schedule should be available on academy website.</i>	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments. <i>Agenda should be available on academy website.</i>	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. <i>Minutes should be available on academy website.</i>	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2024-2025 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
Prior to approval by GVSU Board of Trustees	Verification of Citizenship and Michigan Residency.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution available on school website per the State School Aid Act.	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
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, 2024 – June 30, 2025

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 https://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 <i>(this is not an all-inclusive list; additional policies may be required; requirement can be satisfied by providing a website link to all board approved policies)</i>	SUBMIT TO:
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). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
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 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, 2024 – June 30, 2025

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July	2023-2024 31a Funds Report Due.	NexSys
July/August	Consolidated Applications for Federal Title Funds Due (allocation amounts posted to MDE's website in early May).	NexSys
1 st Wednesday of October	Student Count Day for State Aid FTE (90% of state funding).	No submission required.
September	SE-4094 Special Education Transportation Report from 2023-24 (Contact ISD for due date).	FID
September	SE-4096 Special Ed Actual Cost Report (Contact ISD for due date).	FID
September	*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.	Catamaran
September	Eye Protection Certificate (#4527 Certification of Eye Protective Devices, if applicable).	NexSys
September	Certification of Constitutionally Protected Prayer.	NexSys
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.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 1	Deadline for electronic submission to the Financial Information Database. State aid will be withheld if the submission is not successful.	FID
November	Deadline for MSDS FTE Count Certification.	CEPI
December 1	Registry of Educational Personnel (REP) Fall Submission.	REP
November/ December	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 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
January	Special Education Excess Cost Report (Contact ISD for due date).	Catamaran
February 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.
2 nd Wednesday of February	Supplemental Student Count for State Aid FTE (10% of state funding for next fiscal year).	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch, or milk (official date TBD).	MDE
March	Deadline for MSDS FTE Count Certification.	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran
March 1 – March 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/completion of corrective actions as required.	Catamaran
June	Final year-end certification due (MSDS).	ISD, CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)
June 30	Registry of Educational Personnel (REP) Submission.	REP

*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=/>

*** The CSO may amend this document from time-to-time at its discretion.

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”

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“**Agreement**”) by and between National Heritage Academies, Inc., a Michigan corporation (“**NHA**”), and Detroit Premier Academy, a school of excellence (the “**School**”) is effective the 1st day of July, 2024 (the “**Effective Date**”). For purposes of this Agreement, NHA and the School shall be referred to collectively as the “**Parties**.”

RECITALS

WHEREAS, the School was issued a Charter Contract (the “**Charter Contract**”) by the Grand Valley State University Board of Trustees (the “**Authorizer**”) to operate as a school of excellence pursuant to the Michigan Revised School Code (the “**Code**”); and

WHEREAS, NHA represents and warrants that it and its affiliated entities are duly organized in the State of Michigan, in good standing, and that NHA (its officers, employees, and agents) has the background, managerial experience, expertise, capacity, qualifications and financial resources to provide the Services contemplated under this Agreement; and

WHEREAS, the Parties desire to work together to promote educational excellence and innovation based on NHA’s school design, comprehensive educational program and management principles; and

WHEREAS, the Parties desire to set forth the terms and conditions of such a relationship in this Agreement;

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and benefits contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Services. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, the School hereby contracts with NHA for the provision of comprehensive educational, business administration, facility, and management services, including without limitation, all labor, equipment, and materials necessary for the provision of the same, as set forth herein (collectively, the “**Services**”).

B. Compliance with the Charter Contract. This Agreement shall: (i) be subject to and comply with the terms and conditions of the Charter Contract, including the School’s Charter Contract Application; and (ii) not be construed to interfere with the constitutional, statutory, or fiduciary duties of the School’s Board of Directors (the “**Board**”). NHA agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School’s obligations under the Charter Contract issued by the Authorizer. The provisions of

the School's Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

C. Independent Contractor. NHA shall provide the Services as an independent contractor, and not as an employee, partner, agent, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of NHA. Consistent with the status of an independent contractor, NHA reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with Board policy, applicable law and the Charter Contract. NHA shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between the Parties is based solely on the terms and conditions of this Agreement, and the terms and conditions of any other written agreement between the Parties.

D. Designations and Appointments.

1. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the School (the "CAO") under the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* (the "**Budgeting and Accounting Act**") Notwithstanding any other provision of the Agreement to the contrary, the Board resolution shall designate NHA's chief financial officer, or such other NHA officer or employee as is mutually agreed upon by NHA and the School, as the designated agent of the CAO to assist the CAO with the performance of the CAO's duties under the Budgeting and Accounting Act.

2. The Parties shall cooperate to define "School Officials" in the School's applicable policy language and annual notices to include contractors and consultants having a legitimate educational interest in the School's education records, such as NHA, including its directors, officers, and employees for purposes of the Family Educational Right and Privacy Act, and its implementing regulations, 20 U.S.C. §1232g *et seq.* (FERPA); 34 CFR § 99.31(a)(1)(i)(B).

3. NHA, its directors, officers, and employees may be designated by the School for other purposes by a written resolution of the Board.

ARTICLE II

TERM & TERMINATION

A. Term. This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until the revocation, termination or expiration of the Charter Contract currently in effect (the "**Term**"). The parties acknowledge that the Authorizer, as part of any reauthorization or renewal, may require that the School and NHA submit an amended or restated Agreement for review by the Authorizer. The first school year of this Agreement shall commence July 1, 2024 to June 30, 2025, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination.

1. By NHA. NHA may terminate this Agreement prior to the end of the Term if the Board fails to remedy a material breach of this Agreement within thirty (30) days after receiving a notice from NHA of such breach. For purposes of this Subsection, a material breach (which for the sake of clarity is a default hereunder) includes, but is not limited to: (i) the Board's failure to timely remit any compensation or reimbursement required by this Agreement; or (ii) a suspension, termination, revocation, or non-renewal of the Charter Contract.

2. By the School. The School may terminate this Agreement prior to the end of the Term if NHA fails to remedy a material breach of this Agreement within (30) days after receiving notice from the School of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) NHA's failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) NHA's failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provided they do not violate the Charter Contract, applicable law, or this Agreement; (iii) a receipt by the Board of an unsatisfactory report from NHA or an independent education consultant retained by the Board regarding the Services or the School's performance, provided the Board determines that the unsatisfactory performance cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementation would serve as grounds for suspension, termination, revocation, or non-renewal of the Charter Contract; (v) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status; or (vi) any action or inaction by NHA that places the Charter Contract in jeopardy of termination, suspension or revocation.

3. By Either Party. Either party may terminate this Agreement without penalty prior to the end of the Term, with or without cause, by providing the other party with at least ninety (90) days' prior written notice.

4. Revocation or Termination of Charter Contract. If the School's Charter Contract issued by the Authorizer is revoked or terminated, this Agreement shall automatically terminate on the same date as the School's Charter Contract is revoked or terminated without further action of the parties.

5. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the School is required (i) to close the School 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 561 of the Code, MCL 380.507, and related Contract Terms and Conditions, and such closure of a School site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the School site closure or reconstitution, with no cost or penalty to the School, and NHA shall have no recourse against the School or the Authorizer for implementing such site closure or reconstitution.

6. If this Agreement is terminated prior to the end of the Term other than as provided for in Article II(B)(4) of this Agreement, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

C. Effect of Termination. Upon the effective date of termination or expiration of this Agreement:

1. Subject to any provisions contained in a lease or sublease between the Parties, the Parties shall have the right to remove from the School any equipment or other assets owned or leased by the respective Party;

2. The School shall pay or reimburse NHA through the Fee (as defined below) for the prepaid portion of any expenses or liabilities properly incurred by NHA pursuant to the current Board-approved annual Budget (as amended), as of the date of such termination or expiration, provided NHA supplies the School with documentation of all such expenses and liabilities;

3. In the event of any termination prior to the end of the Term of this Agreement, NHA shall provide the School reasonable assistance for up to ninety (90) days to assist in the orderly transition to another service provider, to a self-managed school, or to dissolution. Likewise, in the event of termination at the end of the Term of this Agreement, NHA shall prepare and assemble budgetary and financial information and reports prior to the end of the contract term to facilitate the School's annual audit, the filing of year-end reports, and the transition to a new services provider, to self-management, or dissolution;

4. NHA shall, if applicable, reasonably assist the School in the execution of a closure and dissolution plan and cooperate in the closure and dissolution process, including without limitation, in any audits and court or other proceedings related thereto.

ARTICLE III

OBLIGATIONS OF NHA

A. Manager at Risk. NHA shall be responsible and accountable to the Board for providing the Services. During the Term, NHA shall provide the Services regardless of whether actual revenue meets the level projected in the Budget, and NHA hereby assumes the risk of funding shortfalls during the Term. Notwithstanding the foregoing, NHA shall not be required to expend funds on Services in excess of the amount set forth in the Budget.

B. Comprehensive Educational Program. The School has determined to adopt NHA's proprietary educational and academic programs and goals, inclusive of a student code of conduct that complies with Applicable Law including section 1312 of the Revised School Code, MCL 380.1312, as set forth in the Charter Contract (the "**Educational Program**"). Subject to the oversight of the Board, NHA shall implement and administer the Educational Program. In the event that NHA reasonably determines that it is necessary or advisable to make material changes to the Educational Program, NHA shall inform the Board of the proposed changes and obtain the

Board's approval before making such changes, as well as the Authorizer's approval if required by the Charter Contract or applicable law. The Parties acknowledge and agree that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. Not less than annually or as reasonably requested by the Board, NHA shall provide the Board with a report detailing progress made on each of the educational goals set forth in the Educational Program. The school year calendar and the school day schedule shall be approved by the Board as required under the Charter Contract.

C. All Children Welcome. NHA places a high value on diversity, and the School shall welcome students of all races, ethnicity, religion, gender and economic backgrounds.

D. Services to Students with Disabilities. NHA welcomes students with disabilities at the School. NHA shall provide accommodations, special education and related services, in conformity with the requirements of applicable law, to students who attend the School.

E. FERPA, Pupil Privacy, and Data Releases

1. Confidential Data, Information and Records. During the Term of this Agreement, the Board may disclose or provide access to confidential data and information to NHA, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC §1232g; 34 CFR Part 99; MCL 380.1136; the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d – 13200d-8; 45 CFR 160, 162 and 164; the Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. NHA agrees that it shall comply with applicable law in the handling, maintaining, safeguarding, re-disclosing, and returning of confidential data, information and records disclosed or accessed under this Agreement.

2. Data Release. NHA shall promptly report to the Board, not later than the first business day following discovery, any use or disclosure of personally identifiable information from the School's education records or other information not suitable for public release (collectively, Covered Data or Information ("CDI")) that is not authorized by this Agreement or Applicable Law. NHA agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what NHA has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, NHA has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action NHA has taken or shall take to prevent future similar unauthorized use or disclosure. NHA shall provide such other information as reasonably requested by the Board. NHA shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose personal information may have been compromised

F. Educational and Administrative Services. Subject to the oversight of the Board, NHA shall implement operational practices and procedures that are consistent with Board policy, the Charter Contract and applicable law. Such practices and procedures shall include, but are not limited to:

1. Student recruitment and student admissions.
2. Student assessments, including testing, promotion, and retention.
3. The acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved in the Budget.
4. Employment of personnel working at the School and management of all personnel functions, as set forth herein.
5. All aspects of the School's business administration.
6. All aspects of the School's accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
7. Food service and transportation approved by the Board and NHA.
8. All aspects of facilities administration and maintenance.
9. Student behavior management and discipline.

F. Location of Services. Other than instruction, and unless prohibited by the Charter Contract or applicable law, NHA may provide the Services, including but not limited to, purchasing, professional development and administrative services, off-site.

G. Subcontracts. NHA reserves the right to subcontract any and all aspects of the Services. NHA shall not subcontract the oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board. Notwithstanding the foregoing, the Board specifically acknowledges and agrees that from time to time NHA may use third parties or independent contractors to assist in the creation and development of Educational Materials (as defined below) that may be used as a part of the Educational Program. NHA shall require that any subcontractor perform its duties and responsibilities under this Agreement in a manner that is consistent with NHA's obligations under this Agreement, the School's obligations under the Charter Contract, and controlling law including the FERPA and Michigan pupil privacy law).

H. Pupil Performance Standards and Evaluation. NHA shall implement pupil performance evaluations that permit evaluation of the academic progress of each School student. NHA shall be responsible and accountable to the Board for the academic performance of students who are enrolled at the School. NHA shall utilize assessment strategies required by the Charter Contract and applicable law. The Board and NHA shall cooperate in good faith to

identify academic goals and methods to assess such academic performance. NHA shall provide the Board with timely reports regarding student performance.

I. Unusual Events. NHA shall timely notify the Board and the Administrator (as defined below) of any anticipated or known material: (i) health or safety issues, including all mandatory reporting required by applicable law; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact the School's ability to comply with the Charter Contract, applicable law or this Agreement.

J. School Records. The financial and education records pertaining to the School (collectively, the "**School Records**"), are property of the School. Except as may be prohibited or limited by the Charter Contract or applicable law, the School Records shall be available to the Board and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of public schools are subject to inspection and copying pursuant to applicable law. All School Records shall be physically or electronically available at the School's physical facility upon request made by the Board or the Authorizer. NHA shall make information concerning the operation and management of the School, including without limitation the information described in Schedule 6 of the Charter Contract, available to the School as deemed necessary by the Board in order to enable the School to fully satisfy its obligations under Section 11.23(a) of the Terms and Conditions of the Charter Contract. NHA shall provide the Board on a timely basis all information that is required to be disclosed under section 22f of the State School Aid Act of 1979, MCL 388.1622f.

On an annual basis, NHA agrees to provide to the Board 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 Board shall make the information available on the School's website homepage, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 553c of the Code, MCL 380.553c shall have the same meaning in this Agreement. Additionally:

(1) NHA agrees that it shall observe Board policies and applicable law regarding the confidentiality of Covered Data and Information. Covered Data and Information ("**CDI**") includes paper and electronic student education record information and includes, without limitation, "education records" as defined under FERPA, 34 CFR § 99.1. CDI also includes any new records created and maintained by NHA under this Agreement using CDI.

(2) NHA shall not use or disclose CDI received from or on behalf of the School except as permitted or required by this Agreement and/or applicable law.

(3) Upon termination or other conclusion of this Agreement, NHA shall return all CDI to the School.

(4) NHA shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of, the School or its students. These measures will be extended by contract to include subcontractors used by the NHA.

(5) NHA, within one business day of discovery, shall report to the Board any use or disclosure of CDI not authorized by this Agreement. NHA's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what NHA has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action NHA has taken or shall take to prevent future similar unauthorized use or disclosure. NHA shall provide such other information, including a written report, as reasonably requested by the Board.

K. Facility. NHA shall use reasonable efforts to secure a facility to be leased or otherwise provided to the School on terms mutually agreeable to NHA and the Board. Obligations of the Board created under the terms of such lease are to be fulfilled by NHA unless otherwise agreed to in writing by NHA and the Board. The facility shall comply with the requirements of the Charter Contract and applicable law. NHA shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

L. Legal Compliance. NHA will implement and enforce rules, regulations and procedures applicable to the School that are consistent with adopted Board policy, if any, and the Educational Program in accordance with the Charter Contract and applicable law, including without limitation, rules, regulations, and policies regarding non-discrimination, discipline, special education, confidentiality and access to records. NHA shall provide the Board on a timely basis all information concerning the operation and management of the School that is required by MCL 380.503(6)(m) or 380.553(5)(l), either as may be applicable.

M. Rules and Procedures. NHA will recommend to the Board reasonable rules, regulations, policies and/or procedures applicable to the School. The Board hereby authorizes and directs NHA to enforce such rules, regulations and procedures consistent with Board policy.

N. Assistance to the Board. NHA shall cooperate with the Board and, to the extent consistent with the Charter Contract and applicable law, timely furnish the Board with all documents and information necessary for the Board to properly perform its responsibilities under this Agreement.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Board Policies. The Board shall be responsible for the fiscal and academic policies of the School. The Board shall exercise good faith in considering the recommendations of NHA, including but not limited to, NHA's recommendations regarding policies, rules, regulations and the Budget (as defined below).

B. School Budget. The Board is responsible for establishing, approving and amending the Budget in accordance with Applicable Law, including the Uniform Budgeting and Accounting Act and the Budget Hearings of Local Governments Act.

C. Governance Oversight. The Board shall provide governance level oversight of the School in accordance with the Charter Contract and applicable law. The Board shall cooperate with NHA and, to the extent consistent with applicable law, timely furnish NHA all documents and information necessary for NHA to properly perform its responsibilities under this Agreement.

D. Unusual Events. The Board shall timely notify NHA of any anticipated or known material: (i) health or safety issues; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact NHA's ability to comply with the Charter Contract, applicable law, or this Agreement.

E. Office Space. The Board shall provide NHA with suitable office space at the School, provided the requested space is: (i) available and can be provided without materially prejudicing the Educational Program; and (ii) used only for activities related to the School. The space shall be provided at no cost to NHA.

F. Retained Authority. The Board shall retain the authority to adopt reasonable policies in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the School.

ARTICLE V

INTELLECTUAL PROPERTY

A. Educational Materials Defined. "**Educational Materials**" means all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests, and other curriculum-related materials licensed, developed or otherwise owned by the School or NHA.

B. School Materials. The School shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by the School as of the Effective Date; (ii) developed by NHA at the direction of the Board using funds solely from the Board Spending Account (defined below); or (iii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by the School during the Term, provided such materials do not reference the NHA Materials (as defined below), (collectively, the "**School Materials**"). The School Materials shall include all intellectual property rights associated therewith.

C. NHA Materials. NHA shall own all right, title and interest in and to Educational Materials, excluding School Materials, that are: (i) licensed or owned by NHA as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by NHA during the Term, provided such materials do not reference School Materials or incorporate any Confidential Information of the School; and (iii) any and all Educational Materials and non-curriculum materials provided to the School by NHA relating to the Educational Program, including all changes and derivatives thereof (collectively, the "**NHA Materials**").

D. Derivative Works. The Parties acknowledge that to the extent any Educational Materials created by the NHA or the School are derivative of the School Materials or NHA Materials, respectively, use of such derivative materials during the Term is subject to the license granted herein, and the license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.

E. No Transfer or Sale. The Parties acknowledges and agrees that the other Party is not transferring or selling, and that Party is not receiving, purchasing or acquiring, any intellectual property or proprietary rights in or to the School Materials or NHA Materials.

F. Licenses. Each Party hereby grants to the other Party a non-exclusive, non-transferable license (without the right to sublicense) to use the granting Party's Materials, and any Educational Materials created by one Party which are derivative of the other Party's Educational Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States. Each Party represents and warrants that during the Term, and following the expiration or termination of this Agreement, the warranting Party will not exploit or assist any third party to exploit any of the other Party's Educational Materials for commercial purposes. Subject to applicable law, each Party grants to the other Party a non-exclusive, non-transferable license (without the right to sublicense) to use the granting Party's Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States.

G. Marks. During the Term, each Party grants unto the other Party a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use the granting Party's trade name(s) and trademark(s) (the "**Marks**") solely for the purposes of promoting and advertising the School. Each Party shall have the opportunity to review and approve all artwork, copy or other materials utilizing that Party's Marks prior to any production or distribution thereof. All uses of a Party's Marks requires that Party's prior written permission. Neither Party shall acquire rights in or to the other Party's Marks, and all goodwill associated with Marks shall inure to the benefit of and remain with that Party. Upon expiration or termination of this Agreement, each Party shall immediately discontinue use of the other Party's Marks and shall remove the other Party's Marks from its locations, vehicles, websites, telephone directory listings and all other written or electronic promotional materials.

H. Assignment. Each party shall, and hereby does assign to the other, with full title guarantee and without additional compensation, such right, title and interest in and to any intellectual property as is necessary to fully affect the ownership provisions set out herein, and any accrued rights of action in respect thereof. Each party shall, if so requested by the other, execute all such documents and do all such other acts and things as may be reasonably required to comply with this Agreement to vest in the appropriate party all rights in the relevant intellectual property and shall procure execution by any named inventor of all such documents as may reasonably be required by the other party in connection with any related patent application.

ARTICLE VI

SOLICITATION AND USE OF PRIVATE FUNDS

NHA shall seek the Board's approval prior to soliciting any non-governmental grants, donations or contributions on behalf of the School. Any such funds received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any such funds subject to this Article that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE VII

FINANCIAL ARRANGEMENTS

A. Revenues. Except as provided herein, all monies received by the School shall be deposited in the School's depository account within three (3) business days with a financial institution as defined by section 1221 of the Revised School Code (MCL 380.1221) and acceptable to the Board; provided, however, that upon receipt of a notice from NHA, the School shall pay all such funds determined to be owing under this Agreement directly to the account or party specified in such notice. The signatories on the School depository account shall solely be Board members or properly designated Board agents (if any). Interest income earned on the School's depository account shall accrue to the School. Except as specifically excluded by this Agreement, the term "**Revenues**" shall include all funds received by or on behalf of the School, including but not limited to:

1. Funding for public school students enrolled at the School.
2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the School.
3. Gifted and talented funding provided by the federal and/or state government that is directly allocable to gifted and talented students enrolled at the School.
4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by the federal and/or state government that is directly allocable to students enrolled at the School with limited English proficiency.
6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the School.

7. Grants and donations received by the School to support or carry out programs at the School (except to the extent NHA is not required or involved in soliciting, administering or managing the contribution and/or donation, in which case such funds shall be deposited in the Board Spending Account (as defined below)).

8. Fees charged to students as permitted by law for extra services provided by NHA as approved by the Board.

The expenditure of any Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of any Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article VI.

B. Budget. NHA shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Charter Contract, the Michigan Uniform Budgeting and Accounting Act, and applicable law (the “**Budget**”). The Budget shall include all of the School’s projected revenues and expenses at the object level as described in the Michigan Public School Accounting Manual. For the School’s first school year, the Budget shall be submitted prior to the beginning of the school year. Thereafter, the Budget shall be submitted to the Board prior to June 1 for the next school year.

C. Review and Approval of Budget. The Board shall be responsible for reviewing and approving the Budget in accordance with the Charter Contract and applicable law. At the direction of either NHA or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary; provided, however, that no amendment shall be effective until approved by the Board.

D. Board Spending Account. Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, NHA shall allocate \$50,000.00 to an account controlled by the Board (the “**Board Spending Account**”). The aforesaid amount shall be deposited by NHA into the Board Spending Account at the beginning of each school year. All funds in the Board Spending Account are the property of the School and may be used by the School at the discretion of the Board. Funds in the Board Spending Account that are not spent by the School during the school year shall carry over annually.

If NHA, at the direction of the Board, purchases items such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment for the School and paid for by the School with funds from the Board Spending Account, such items shall be the property of the School. The property of the School excludes items leased, financed, or purchased by NHA with the Fee (as defined herein).

If NHA, in its sole discretion, elects to make such purchases by NHA or an affiliate of NHA for the benefit of the School and resell such items to the School, the property will become the property of the School upon such resale. NHA agrees that any purchase and resale in accordance with this paragraph will result in an equal reduction of NHA’s Fee.

NHA and its affiliate agree not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA or its affiliate at the request of or for the benefit of the School. NHA or its affiliate, in making such purchases for the School pursuant to this subsection, shall comply with applicable law, as if

the School were making such purchases itself from a third party, and shall provide the Board upon request available documentation evidencing the costs associated with such purchases. NHA shall maintain a listing of all assets owned by the School and shall provide the list to the Board annually upon request.

E. Fee. NHA shall receive all Revenues as its services fee (the “Fee”) and be responsible and accountable to the Board for providing the Services detailed in this Agreement and as detailed in the Budget, and for the payment of all operating costs. NHA and the Board acknowledge that operating costs include an administrative fee payable to the Authorizer as set forth in the Charter Contract. Payment of the Fee shall be made to NHA on the same frequency that the School receives its Revenues. NHA shall be entitled to retain as compensation for the Services the difference, if any, between the Fee and the amount actually expended by NHA in operation and/or management of the School during the School’s fiscal year. NHA agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA at the request of or on behalf of the School.

F. No Loans. NHA shall not make or extend loans to the Board.

G. Other Schools. The School acknowledges that NHA has entered into similar services agreements with other schools. NHA shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by NHA, and shall reflect in the School’s financial records only those expenses incurred in the operation of the School. If NHA incurs expenses that are for both the benefit of the School and other schools assisted by NHA, then NHA shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the School, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis as is reasonably determined by NHA. In no event shall marketing and development costs incurred solely for the benefit of NHA (and not the School) be allocated to the School.

H. Financial Reporting. NHA shall comply with generally accepted public sector accounting principles, accounting system requirements of the State School Aid Act of 1979, as amended, applicable Michigan Department of Education rules, and applicable law in providing the Board with:

1. At least annually, the Budget as required by this Agreement.
2. Monthly, financial statements no more than forty-five (45) days in arrears and at least one week prior to each Board meeting. These financial statements will include a Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balance at object level detail with a comparison of budget to actual revenue and expenditures and explanations of variances.
3. Quarterly, or as reasonably requested by the Board, a report on School operations and student performance.

4. As reasonably requested, other information to enable the Board to: (i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the Charter Contract and applicable law.

I. Access to Financial Records. NHA shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of NHA, and shall retain all of the aforereferenced records according to the Charter Contract and applicable law to which such books, accounts, and records relate. NHA and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law. All records shall be kept in accordance with applicable state and federal requirements.

J. Accounting Standards; Annual Audit; Legal Services.

1. The School shall at all times comply with generally accepted public sector accounting principles, accounting system requirements of the State School Aid Act of 1979, as amended, applicable Michigan Department of Education rules, and applicable law.

2. The Board shall select and retain an independent auditor to conduct an annual audit of the School's financial matters in accordance with the Charter Contract and applicable law. The Parties acknowledge and agree that the Board is obligated to pay all costs and expenses associated with the annual audit, excluding the cost and expense of a single audit, in compliance with the Office of Management and Budget Uniform Guidance.

3. Subject to applicable law, all records in the possession or control of NHA that relate to the School, including but not limited to, financial records of the School, shall be made available to the School and the School's independent auditor and Authorizer upon request. The expense of the annual audit shall be included in the Budget.

4. The Board shall select, retain, and be obligated to pay all costs and expenses associated with its independent legal counsel, to advise it on any matter with regard to the Charter Contract, this Agreement and applicable law. The cost of legal counsel shall be paid by the Board. The Board may choose to designate to NHA other matters that require legal counsel. In such an instance, NHA shall be responsible for the cost of those other legal services, including but not limited to, student discipline hearings and appeals, Office of Civil Rights complaints, State Education Agency complaints, and Special Education complaints. Any decision to enter into a settlement agreement that requires the use of funds from the Board Spending Account shall be at the sole discretion of the Board.

K. Contributions. NHA shall make contributions to the School in the event School expenses for the Services exceed Revenues (the "**Contributions**"). The Contributions, if any, shall be in amounts acceptable to the Parties, but not less than required to comply with Article III, Section A of this Agreement, and, once made, shall be included in the Budget in the form of a donation. The School shall not be legally obligated to repay NHA for the Contributions. NHA's agreement to make such Contributions shall not be deemed to negate or mitigate the need for the School to apply for or solicit state or federal funds, grants or sub-grants which the School, as a public school, may be eligible to receive.

ARTICLE VIII

PERSONNEL & TRAINING

A. Qualified Personnel. NHA shall select and hire qualified personnel to perform the Services. NHA shall have the responsibility and authority, subject to this Article, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget, the Charter Contract and applicable law. Personnel working at the School shall be employees of NHA unless otherwise expressly agreed in writing by NHA and the Board. NHA and the Board each shall be responsible for their respective employees. However, the compensation of all employees working at the School shall be included in the Budget. Upon Board request, NHA shall disclose to the Board the level of compensation and fringe benefits provided by NHA to NHA employees working at the School. A criminal background check and unprofessional conduct search in compliance with applicable law shall be conditions for the hiring of any person employed by NHA to provide Services under this Agreement, or assigned by NHA under this Agreement to regularly and continuously work under contract in any of the School's facilities or at program sites where the School delivers Services, including in a classroom, elsewhere on School property, or on a school bus or other school-related vehicle. NHA shall pay all salaries, wages, benefits, payroll and other taxes to or on account of its employees. The School shall not be liable for the payment of any such salaries, wages, benefits, payroll or taxes thereon for or on behalf of any NHA employee, contractor or agent. NHA acknowledges and agrees that it is the sole and exclusive responsibility of NHA to make the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed or engaged by NHA to provide Services under this Agreement. As applicable, NHA shall conduct employee evaluations and determine corresponding compensation consistent with Sections 1249, 1249b and 1250 of the Code.

B. School Administrator. The School administrator (the "**Administrator**") shall be an employee of NHA and not the Board. The duties and terms of the Administrator's employment shall be determined by NHA and set forth in the Schedule of Staff Responsibilities incorporated into the Charter Contract. The Administrator shall work with NHA in the operation and management of the School. The Administrator shall attend meetings of the Board and shall provide reports to the Board. The accountability of NHA to the School is an essential foundation of this Agreement. NHA shall have the authority, consistent with this Article, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the School. Without limiting the foregoing, NHA shall consult with the Board prior to the placement and/or removal of the Administrator. Absent compelling circumstances, the consultation shall commence at least ninety (90) days prior to NHA placing and/or removing the Administrator. NHA shall give due consideration to the input of the Board or the Board's designated representative prior to making a final decision regarding placement and/or removal of the Administrator. NHA shall take such action as necessary to fulfill its responsibilities under this Agreement to provide quality Administrative Services to the School.

As the employer, NHA shall be solely responsible for the performance evaluation of the Administrator, which evaluation shall comply with Sections 1249, 1249b and 1250 of the Code.

NHA shall seek feedback from the Board prior to completing an annual Administrator performance evaluation.

C. Teachers. NHA shall, consistent with this Article, assign to perform Services at the School, teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of NHA, be assigned to work at the School on a full or part time basis. If assigned to work at the School on a part time basis, the teacher(s) may also be assigned to work at other schools for which NHA provides services. The cost for such teacher(s) shall be shared proportionately among the schools at which NHA has assigned the teacher(s) to work. Each teacher assigned to work at the School shall hold a valid teaching certificate issued by the state board of education or applicable state agency to the extent required by the Authorizing Law.

D. Support Staff. NHA shall, consistent with this Article, assign to perform Services at the School, qualified support staff as needed for NHA to operate the School in an efficient manner. The support staff may, at the discretion of NHA, be assigned to work at the School on a full or part time basis. If assigned to work at the School on a part time basis, the support staff may be assigned to work at other schools for which NHA provides services. The cost for such support staff shall be shared proportionately among the schools at which NHA has assigned the support staff to work. An individual assigned to work at the School that is not teaching, but for which a license is required under applicable law, shall have the appropriate license.

E. Training. NHA shall provide or procure training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall be required to obtain at least the minimum hours of professional development as required by applicable law. Non-instructional personnel shall receive training as NHA determines reasonable and necessary under the circumstances.

F. Background Checks and Qualifications. NHA shall comply with applicable law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the School, the costs of which shall be included in the Budget.

G. Terms of Employment. No member of the staff at the School shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with NHA for the Services.

H. Limitations on Discretion. All decisions made by NHA, and any discretion exercised by NHA, in its selection, hiring, evaluation, assignment, discipline, transfer, and termination of personnel, shall be consistent with the Budget, the Charter Contract, the parameters adopted and included in the Educational Program, and applicable law.

ARTICLE IX

INDEMNIFICATION

A. Indemnification of the School. NHA hereby agrees to indemnify, defend, and hold the School harmless from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence or intentional misconduct of NHA, (ii) any action taken or not taken by NHA, or (iii) any noncompliance or breach by NHA of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used herein, NHA shall include NHA's trustees, directors, officers, employees, agents, representatives and attorneys. NHA may purchase general liability, property, or other insurance policies.

B. Indemnification of NHA. To the extent not prohibited by the Charter Contract or applicable law, the Board hereby agrees to indemnify, defend, and hold harmless NHA from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of action taken or not taken by the Board for which the Board is not cloaked with immunity from suit or damages. Notwithstanding anything in this Agreement to the contrary, the Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

C. Indemnification of Authorizer. The Parties acknowledge and agree that the Authorizer, 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 the Authorizer, 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 the Grand Valley State University, which arise out of or are in any manner connected with the Authorizer's approval of the Charter Contract Application, the Authorizer's Board of Trustees' consideration of or issuance of a Charter Contract, the School Board'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 the Authorizer, and its members, officers, employees, agents or representatives upon information supplied by the School Board or NHA, or which arise out of the failure of the School to perform its obligations under the Charter Contract issued to the School by the Authorizer. The Parties expressly acknowledge and agree that Grand Valley State University and the Authorizer, and its members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE X

INSURANCE

A. Insurance Coverage. NHA shall maintain such policies of insurance as required by the Charter Contract, the Authorizer's insurance carrier recommendations, and applicable law. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. In the event that the Authorizer's insurance carrier recommends any change in coverage, NHA agrees to comply with any change in the type and amount of coverage as requested by the Authorizer's insurance carrier within thirty (30) days after notice of the insurance coverage change is provided to NHA. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE XI

REPRESENTATIONS & WARRANTIES

A. Board and School. The Board represents and warrants, for itself and on behalf of the School, that: (i) it is legally vested with all power and authority necessary to operate a charter school under the Authorizing Law; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement, including without limitation, the power and authority to contract with a private entity for the provision of educational, business administration and management services; (iii) its actions have been duly and validly authorized, and it has adopted any and all resolutions or expenditure approvals required for the execution of this Agreement; and (iv) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting either the Board or the School, which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.

B. NHA. NHA represents and warrants that: (i) it is a corporation in good standing and is authorized to conduct business in the State of Michigan; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement; (iii) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting NHA, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iv) it will comply with all registration and licensing requirements relating to conducting business under this Agreement.,

ARTICLE XII

NON-DISCRIMINATION

A. The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, pregnancy, age, height, weight, disability, genetic information, marital status or veteran status.

B. The parties further agree not to discriminate against any student or other recipient of services under this Service Agreement due to race, color, religion, sex, national origin, or disability in the delivery of programs and services rendered under this Service Agreement.

C. Breach of covenants recited in this Article shall be regarded as a material breach of this Service Agreement.

ARTICLE XIII

MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments hereto shall constitute the entire agreement of the Parties on the subject matter set forth herein. This Agreement supersedes and replaces any and all prior agreements and understandings regarding the subject matter set forth herein between the School and NHA.

B. Force Majeure. Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with provisions contained herein as provided in the Article governing termination.

C. State Governing Law; Waiver of Jury Trial. This Agreement shall be construed, interpreted, governed and enforced pursuant to the laws of the State of Michigan, without regard to its conflict-of-laws principles. The Parties hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either NHA or the School against the other.

D. Notices. All notices and other communications required by this Agreement shall be in writing and either 1) personally delivered to the other Party, or 2) sent to the address of the Registered Agent of the receiving Party. Notice shall be deemed to have been given upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. For purposes of the foregoing, “**personal delivery**” shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof.

E. Assignment. NHA may assign this Agreement with the prior written approval of the Board and in a manner consistent with the Authorizer's policies.

F. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the Board and NHA and in manner consistent with the Authorizer's policies.

G. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

H. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

I. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to NHA powers or authority of the Board which are not subject to delegation by the Board under the Charter Contract or applicable law.

J. Compliance with Law. Each party will comply with the Charter Contract and laws applicable to the performance of such party's obligations hereunder.

K. Time of Essence. The Parties understand and agree that time is of the essence in performing their respective responsibilities under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

NHA:

National Heritage Academies, Inc.,
a Michigan corporation

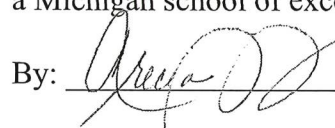


By: _____
Robert Owen

Its: Chief Financial Officer

SCHOOL:

Detroit Premier Academy,
a Michigan school of excellence



By: _____
Its: Board President

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

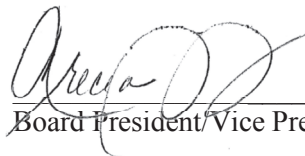
Academic Achievement

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

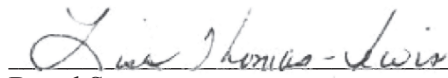
As measured by the state assessment, the school's mean student growth percentile rank in English language arts and math will meet or exceed the select peer schools' mean student growth percentile rank. Select peer schools are the set of school buildings determined annually by GVSU to be the most demographically,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

Date: May 14, 2024


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Detroit Premier Board of Directors at a properly noticed open meeting held on the 14th day of May, 2024, 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.

Please see separate file for full Curriculum

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.

Position Title: Academic Intervention Coach
Reports To: Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

At National Heritage Academies (NHA), the academic intervention Coach is dedicated to achieving the purpose of “transforming the lives of students and enriching communities by delivering high-quality educational choice to families”. The role of the Academic Intervention Coach is to design and implement systematic intervention, develop staff, and manage grant-funded programs within the school structure. The goal of this position is to ensure high-quality learning for every student in every classroom every day by growing teachers’ skill, capacity, and effectiveness and creating effective collaboration between teachers. Properly executed, the leadership of the Academic Intervention Coach improves student learning growth, increases college readiness, and enhances school health as measured by academic, financial, and cultural metrics. The academic intervention coach role is pivotal in realizing these school and organizational goals.

DUTIES AND RESPONSIBILITIES:

- Design and implement the school’s systematic intervention program around the 6 Key Practices of Systematic Intervention in the Schoolwide Framework to drive continuous student growth.
- Develop an effective intervention team, including classroom teachers, paraprofessionals, at-risk teachers, academic specialists, and school leadership through ongoing, differentiated support and professional development.
- Work collaboratively with the intervention services consultants and principal to ensure funding decisions are strategic and compliance-related tasks are completed.
- Analyze progress monitoring data regularly and evaluate system effectiveness.
- Teach, model, and coach others to effectively administer and implement intervention tools.
- Develop, support, and maintain a safe, engaging culture focused on student learning.
- Master and model all aspects of the Classroom Framework of Instructional Practice.
- Build relationships with and among teachers and invest in the professional success of all staff members.
- Routinely analyze student, class, and wing data to drive instruction, student growth, and professional development to ensure that all student needs are met.
- Promote, model, and reinforce all NHA and school procedures (e.g., School-wide Behavioral System, Behave with Care, Moral Focus).
- Manage parent relationships.
- Lead wing PLC meetings using data and state standards.
- Oversee summer school learning program and provide tutor services (not required, available with additional pay based on grant resources and funding).
- Occasional travel required.
- Additional duties as assigned.

QUALIFICATIONS:

- College diploma (BA or equivalent) or higher in education or related field.
- School Administrator Licensure in states where this is required; 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.

- 3-5 years' experience in teaching as well as 1-year previous school leadership experience.
- Experience working with at-risk students is strongly preferred.
- Experience coordinating Title 1/Response to Intervention (RTI) Programs.
- Strong written and verbal skills.
- Self-motivated, with the ability to see complex projects through from start to finish.
- Highly developed interpersonal skills.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds (i.e. boxes of supplies).
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- The employee is required to hear from a distance and identify voices and understand communication with background noise.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

WORK ENVIRONMENT:

- While performing the duties of this job, the employee is occasionally exposed to wet, cold, and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- The hours of work vary due to simultaneous demands, customer expectations, and changing priorities.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Academic Specialist
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as an academic specialist to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. With our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

DUTIES AND RESPONSIBILITIES:

- Believe that all children can and will learn at high levels.
- Supports, supplements, and extends classroom teaching, and works collaboratively to implement a quality intervention program that is research-based and meets the needs of at-risk students.
- Uses specialized knowledge of assessment and diagnosis for developing, implementing, and evaluating academic interventions for individual students.
- Assess the strengths and needs of students and provide that information to classroom teachers, parents, and specialized personnel such as psychologists, special educators, or speech and language pathologists in order to provide effective instruction.
- Acts as a resource to other educators, parents, and the community.
- Reviews test scores and diagnostic assessments to help determine eligibility for intervention services.
- Monitors student progress for the purpose of providing feedback on a regular basis to students, teachers, and parents, and determining intervention effectiveness so modifications can be made to student plans as appropriate.
- Groups and schedules students according to student needs.
- Provides instruction to individual or small groups of students using research-based best practices for intervention instruction of core content subjects.
- Manages student behavior for the purpose of providing a safe and optimal learning environment.
- Manages allotted learning time to maximize student achievement.
- Completes necessary paperwork (including student plans and logging services) accurately and completely as required by the law and school.
- Collects, analyzes, and prepares data for the purpose of interpretation and reporting.

QUALIFICATIONS:

- Experience teaching in a K-8 school-based role.
- Proven track record of closing reading and/or math skill gaps for students who are significantly below grade level.
- Master's degree in education with a focus in reading and/or mathematics education preferred.
- Appropriate licensure/certification by state law
- Knowledge of researched-based best practices and experience with successful implementation of those strategies with at-risk students.

- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
- Write reports, business correspondence, and procedure manuals.
- Establish and maintain effective working relationships with students, peers, parents, and community.
- Speak clearly and concisely in written and oral communication.
- Add, subtract, multiply, and divide all units of measure, using whole numbers, common fractions, and decimals.
- Compute rate, ratio, and percent and create and interpret graphs.
- Apply mathematical concepts to practical situations.
- Solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Apply knowledge of current research and theory to instructional program; ability to plan and implement lessons based on school objectives and the needs and abilities of students.
- Establish and maintain effective relationships with students, peers, and parents; skill in oral and written communication.
- Perform duties with awareness of all National Heritage Academies (NHA) requirements and School Board policies.
- Use technology for instructional purposes and to teach current technology skills and the use of technology tools for the grade level.
- Apply knowledge about legal issues to the work setting.
- Criminal background check

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is occasionally required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform essential physical functions.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Achievement and Behavior Support Specialist
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as an achievement and behavior support specialist to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

DUTIES AND RESPONSIBILITIES:

- Provide direct services to facilitate full participation in the academic program.
- Develop individualized behavior and academic plans for identified students.
- Collaborate with classroom teachers and academic specialists to create and execute intervention plans.
- Implement the responsible thinking process with fidelity to allow students to proactively make college-bound choices – daily encouragers, community builders, and progress monitors.

QUALIFICATIONS:

- Appropriate licensure/certification by state law.
- Decisive leadership skills and school culture development skills is preferred.
- Experience managing student behavior and assisting educators with behavior management is preferred.
- Criminal background check

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is regularly required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities for this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform essential physical functions.

WORK ENVIRONMENT:

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.
- The noise level in the work environment is usually moderate.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: At Risk Teacher
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as an at-risk teacher to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

DUTIES AND RESPONSIBILITIES:

- Provide instructional support services to students who are identified as eligible for intervention services through the use of assessments and eligibility criteria set by the school.
- Collaborate with classroom teachers.
- Serve as a conduit for communication to the at-risk students' parents by providing regular, clear and understandable progress reports on intervention services provided.

QUALIFICATIONS:

- Must hold a valid teacher license in K-8 for the state in which you are applying; except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Candidates with experience working with at-risk students – preferred, if applicable to the school.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is occasionally required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Attendance Liaison
Reports To: Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

The purpose of the Attendance Liaison is to ensure eligible Title I students are successful in their academic achievement. The Attendance Liaison actively works to support Title I students and parents/guardians of Title I students through proactive attendance monitoring and strategies to reduce chronic absenteeism to achieve academic success. The Attendance Liaison works collaboratively with parents/guardians of Title I students to ensure barriers to attendance are reduced or removed to increase student academic achievement.

DUTIES AND RESPONSIBILITIES:

- Proactively monitor student attendance to avoid chronic absenteeism
- Coordinate outreach efforts, including phone calls and home visits to parents/guardians of Title I students to improve attendance. Outreach efforts will be focused on Title I students whose academic achievement is impacted by being chronically tardy, truant, or absent.
- This position is supplementary and the district responsibilities regarding attendance are handled at the administrator level.
- Implement and support a system of school, family, and community partnerships to remove the attendance barrier in an effort to impact Title I students' learning
- Provide education opportunities for parents/guardians of Title I students (parenting class)

QUALIFICATIONS:

- There are not any educational or certification requirements.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

None.

WORK ENVIRONMENT:

None.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Bus Liaison
Reports To: Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a Bus Liaison to one of our NHA partner schools.

DUTIES AND RESPONSIBILITIES:

- Provide supervision to students, K-8th grade, in the lunchroom and on the playground, monitor behavior, and advise students to follow safe practices in all situations.
- Support the school in assisting with transportation logistics.
- Work as the liaison between the district busing department and parent questions/concerns.
- Support recess and lunch coverage as needed.

QUALIFICATIONS:

- Experience supervising children ages 5 to 17.
- Experience organizing recreation activities.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

- None - does not supervise employees.
- Oversees before and after school supervision of students including coordination of Bus Monitors and Before and After School Bus Aides, as applicable.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is often required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderate but can be loud at times.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Bus Monitor
Reports To: Bus Liaison or Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a Bus Monitor to one of our NHA partner schools.

DUTIES AND RESPONSIBILITIES:

- Provide supervision to students, K-8th grade, in the lunchroom and on the playground, monitor behavior, and advise students on safe practices in all situations.
- Participate on bus routes with students and bus driver.
- Provide supervision to students, monitor and advise on safe practices and behaviors, and provide encouragement and discipline as appropriate.
- Communicate with parents and school office on delays or issues.

QUALIFICATIONS:

- Prior experience supervising children ages 5 to 17 and organizing recreation activities.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is often required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderate but can be loud at times.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Dean
Reports To: Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

At National Heritage Academies (NHA), the Dean is dedicated to achieving the purpose of “transforming the lives of students and enriching communities by delivering high-quality educational choice to families”. The Dean’s goal is to ensure high quality learning for every student in every classroom every day by growing teacher skill, capacity, and effectiveness and creating effective collaboration between teachers. Properly executed, the leadership of the Dean improves student learning growth, increases college readiness, and enhances school health as measured by academic, financial, and cultural metrics. The Dean role is pivotal in realizing these school and organizational goals.

DUTIES AND RESPONSIBILITIES:

- Develop, support, and maintain a safe, engaging culture focused on student learning.
- Master and model all aspects of the Classroom Framework of Instructional Practice.
- Build relationships with and among teachers and invest in the professional success of all staff members.
- Coach teachers towards instructional mastery and provide ongoing, differentiated support based on teacher skill, experience, and needs, using the Classroom Framework as the blueprint.
- Manage and hold teachers accountable to college readiness through teacher development (e.g., observations, full lesson observations, goal setting, O3s, coaching).
- Routinely analyze student, class, and wing data to drive instruction, student growth, and professional development to ensure that all student needs are met.
- Promote, model, and reinforce all NHA and school procedures (e.g., School-wide Behavioral System, Behave with Care, Moral Focus).
- Manage parent relationships.
- Participate in recruitment and on-boarding efforts for direct reports.
- Administer annual evaluations.
- Lead wing PLC meetings using data and state standards.
- Oversee summer school learning program and provide tutor services (not required, available with additional pay based on grant resources and funding).
- Occasional travel required.
- Additional duties as assigned.

QUALIFICATIONS:

- College diploma (BA or equivalent) or higher in education or related field.
- School Administrator Licensure in states where this is required; 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.

- Bachelor's degree and a minimum of 3-5 years' experience in teaching as well as previous school leadership experience as an instructional coach, assistant principal, interim dean, content leader, new teacher mentor etc.
- Experience working with at-risk students – strongly preferred.
- Strong written and verbal skills.
- Self-motivated, with the ability to see complex projects through from start to finish.
- Highly developed interpersonal skills.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

- Directly supervise a group of teachers and support staff.
- Carry out supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Interviewing, hiring, and training employees.
- Planning, assigning, and directing work.
- Appraising performance, rewarding, and disciplining employees.
- Addressing complaints and resolving problems.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds (i.e., boxes of supplies).
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- The employee is required to hear from a distance and to identify voices and understand communication with background noise.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- The hours of work vary due to simultaneous demands, customer expectations and changing priorities.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Educational Technology Coordinator (ETC)
Reports To: Principal
Employed By: NHA
Date Reviewed: May 3, 2023

SUMMARY:

ETC's are in K-8 buildings part-time and are solely focused on managing and maintaining student technology (i.e., Chromebooks). As the Educational Technology Coordinator (ETC), you will support technology for students, families, and staff to provide a consistent learning environment for both in-school and virtual learning.

This is a part time position.

DUTIES AND RESPONSIBILITIES:

- Manage school-based technology, including student Chromebooks, to support in-school and virtual learning.
- Manage the deployment of technology for the school, including the yearly refresh process for Chromebooks.
- Provide technical support and initial troubleshooting to NHA students, families, and staff to ensure consistent access to online learning resources.
- Perform hardware repairs such as but not limited to Chromebook repairs and other devices critical for virtual learning.
- Collaborate with the school's leadership team and technology teacher/LTS to provide professional development on new technology.
- Responsible for managing/repairing school-based technology, providing technical support (e.g., hardware repairs such as but not limited to Chromebook repairs and other devices critical for virtual learning).
- Be a liaison for all things related to technology at the school by being the voice of NHA's IT Department to effectively communicate and apply NHA's Technology Model to desired school-based technology implementations.
- Ongoing interest in technology solutions, and desire to stay current with the ever-evolving landscape.

QUALIFICATIONS:

- High School Diploma required.
- Preferred associate or bachelor's degree in education, technology, or in pursuit of similar degree.
- Ability to communicate and work effectively with parents, staff, and students.
- Ability to explain technical concepts to non-technical individuals.
- Multi-tasker, detail-oriented, and strong organizational skills.
- To learn more about Chromebook repairs, please [click here](#).
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.

- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: English Language Learners Paraprofessional
Reports To: Academic Intervention Coach
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Under the supervision of a classroom teacher, paraprofessionals provide instructional assistance to students in need of academic intervention services. The services provided should lead to a significant growth in student test results.

DUTIES AND RESPONSIBILITIES:

- Prepare daily lesson plans for students under the direction of immediate supervisor and/or classroom teacher for English language learners.
- Provide individual and small group instruction.
- Provide instructional assistance for students during workshop as directed by the classroom teacher and designated instructional leader.
- Participate in weekly planning sessions with classroom teachers and immediate supervisor
- Complete daily logs.
- Attend articulation meetings with classroom teachers.
- Attend professional development activities as required.
- Be available for afternoon and evening parent-teacher conferences.
- Exemplary attendance and tardiness record.
- Other duties may be assigned from time to time.

QUALIFICATIONS:

- Associate's degree or higher; or completed at least 60 credit hours of higher education as defined by the institution or higher education (MI only); or pass the ParaPro assessment (ACT WorkKeys, MTTC basic skills or ETS exam).
- No certificates or licenses needed.
- Read, analyze, and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
- Write reports, business correspondence, and procedure manuals.
- Establish and maintain effective working relationships with students, peers, parents, and community.
- Speak clearly and concisely in written and oral communication.
- Add, subtract, multiply, and divide all units of measure, using whole numbers, common fractions, and decimals.
- Compute rate, ratio, and percent and draw and interpret graphs.
- Work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry.
- Apply mathematical concepts to practical situations.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Deal with a variety of abstract and concrete variables in situations where only limited standardization exists.
- Interpret a variety of instructions in written, oral, diagram, or schedule form.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: English Language Learners (ELL) Teacher
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as an English language learners teacher to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

DUTIES AND RESPONSIBILITIES:

- NHA provides instructional support services to students who are identified as eligible for language support services by assessments and eligibility criteria set by the school.
- Additional duties as assigned.
- Participate collaboratively and professionally with fellow teachers and support staff to meet the goals and individual needs of each student.
- Create, manage, and participate in a variety of professional development and orientation activities.
- Additional duties as assigned.

QUALIFICATIONS:

- Must hold a valid teacher license in the applicable grade level for the state in which you are applying; except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- TESOL certification or NS endorsement (English as a Second Language endorsement) is preferred.
- Self-guided and decisive educators who exhibit cultural awareness and creativity.
- Experience with ELL students is strongly preferred.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Instructional Coach
Reports To: Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as an instructional coach at one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. With our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

DUTIES AND RESPONSIBILITIES:

- Provide consistent instructional support and guidance to school staff. Conduct individual, bi-weekly meetings with each classroom teacher.
- Executes classroom visits and supplies feedback concerning curriculum, instruction and assessment to help educators grow and excel in the classroom.
- Other duties as assigned.

QUALIFICATIONS:

- Must hold a valid teacher license or meet alternative requirements in the state you are applying; except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is occasionally required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Library Technology Aide
Reports To: Dean
Employed By: NHA
Date Reviewed: March 20, 2024

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a library technology aide.

DUTIES AND RESPONSIBILITIES:

- Analyze the collection to order new books to add to the collection.
- Assist teachers in promoting reading and guide students in the individual choice of books for recreation and research reading to promote lifelong learning by fostering a positive attitude.
- Assist the LTS in end-of-year Moral Focus Library and central Library inventory.
- Facilitate library classes in partnership with the Library Technology Specialist (LTS).
- Assist the LTS in maintaining the library collection by: cataloging books, creating spine labels, barcoding books, shelving, organizing, weeding, repairing books, and keeping track of library fines or lost books.
- Assist the LTS by making resources available to students and teachers through a systematically developed and organized collection of library materials.
- Assist the LTS by checking in/out books, putting books on hold, and assisting patrons with how to find books using the Dewey Decimal Classification system.
- Assist the LTS with the Moral Focus Library and complete end-of-year inventory.
- Per teacher request choose and select age-appropriate books to align to curricular topic of study.
- The Library Technology Aide (LTA) works cooperatively with the Library Technology Specialist (LTS) to manage the central library and assist the LTS in managing the school's technology.
- Uphold expectations of Acceptable Use policy as outlined in the NHA Parent/Student Handbook for use of library and media resources.

QUALIFICATIONS:

- Add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals.
- Apply mathematical concepts to practical situations.
- Complete college credits applicable to state law; or obtain an associate's degree (or higher); or meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of and the ability to assist in, instructing reading, writing and mathematics; or
 - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.
- Compute rate, ratio, and percent and to draw and interpret graphs.
- Deal with a variety of abstract and concrete variables in situations where only limited standardization exists.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Establish and maintain effective working relationships with students, peers, parents and community.

- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- No certificates or licenses needed.
-
- Read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
- Speak clearly and concisely in written and oral communication.
- Work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry.
- Write reports, business correspondence, and procedure manuals.
- Criminal background check

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

None.

WORK ENVIRONMENT:

None.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Library Technology Specialist (K-8)
Reports To: Academic Intervention Coach
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a library technology specialist to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

DUTIES AND RESPONSIBILITIES:

- The individual will provide the leadership and expertise needed to ensure that the library and technology programs are an integral part of the instructional program.
- Training of library personnel from new schools as well as new personnel at established schools.
- Maintain communication with new and established library personnel.
- Chair, prepare and report on Michigan monthly librarian meetings.
- Set up “Opening Day Collection” orders in preparation for new schools.
- Expand knowledge of current innovations and trends in media and technology.
- Maintain and update NHA book list.
- Research and develop curriculum related book lists for individual libraries.
- Visit new and existing NHA libraries throughout the school year conducting observations, providing encouragement, and answering questions.
- Work with Education Department on special projects throughout school year.

QUALIFICATIONS:

- Must hold a valid teacher license or ND endorsement or any endorsement for the grade level at which the course is offered in the subject and/or grade level for the state in which you are working; except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Knowledge and experience in library sciences and literacy education for K-12 is preferred.
- Candidates with experience working with at-risk students is preferred, if applicable to the school.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 50 pounds (i.e., AV/VCR Carts, boxes of supplies).

- The employee must occasionally climb ladders or crawl under/behind desks to troubleshoot equipment.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- The employee is required to hear from a distance and identify voices and understand communication with background noise.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

WORK ENVIRONMENT:

- While performing the duties of this job, the employee is occasionally exposed to wet, cold, and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- The hours of work vary due to simultaneous demands, customer expectations and changing priorities.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Occupational Therapist
Reports To: Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

The Occupational Therapist is responsible for working with students who have fine and gross motor impairments as the result of neurological or physiological delays or trauma and has been determined by an IEP team to require Special Education support. While working with these OT students, the Occupational Therapist may also work with At-Risk students within the general education population. The Therapist should work in collaboration with the Special Education Building Coordinator at the NHA Service Center in the formation of daily schedules, testing schedules, and annual meetings and should supply the Special Education Building Coordinator with current Occupational Therapy student lists so he/she can maintain a master Special Education list.

DUTIES AND RESPONSIBILITIES:

- Evaluate new students enrolling in the program within 30 days after entering program if Occupational Therapy needs exist.
- Use standardized tests, customized measures, and/or observation to evaluate the student in the areas of cognitive perceptual motor skills, motor coordination, psychosocial development, self-care, muscle strength and range of motion, postural reflexes, and needs for adaptive devices and prostheses.
- Evaluate treatment effectiveness by observation, testing, and communication with family.
- Utilize treatment procedures involving physical, sensory, manual, creative, and recreational activities.
- Participate in MET and IEP process.
- Utilize a team approach to planning and treatment with school personnel, families, physicians, and agencies.
- Consult with teachers regarding occupational therapy goals for the classroom setting and support classroom goals in the therapy treatment program.
- Provide training to appropriate individuals regarding effective methods to aid the student in the mainstream.
- Demonstrate professionalism when dealing with confidential issues and materials.
- Maintain file of caseload and keep Building Coordinator updated on changes.
- Design/construct adaptive equipment and devices for the student and/or classroom.
- Demonstrate willingness to keep updated on issues and research by pursuing professional development.
- Maintain schedule and log progress toward goals for student's sessions.
- Promote and participate in specific school projects such as screening programs, career days, etc.
- Attend parent/ teacher meetings (as necessary).
- Perform other job-related duties as assigned by the building principal.

QUALIFICATIONS:

- College degree and an occupational therapy license for the state in which you operate.

- High level of verbal communication and interpersonal skills such as discretion, integrity, and flexibility to interact effectively with administrators, peers, constituent districts, parents, and the general public.
- Ability to interpret test scores as they relate to your area of expertise.
- A clear understanding of confidentiality issues related to the Special Education program and the ability to prioritize tasks appropriately and interpret a variety of instructions furnished in written, oral, diagram, and schedule form.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

Supervise COTA as applicable.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds (i.e., boxes of supplies).
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- The employee is required to hear from a distance and identify voices and understand communication with background noise.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

WORK ENVIRONMENT:

- While performing the duties of this job, the employee is occasionally exposed to wet, cold, and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- The hours of work vary due to simultaneous demands, customer expectations, and changing priorities.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Office Administrator
Reports To: Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

The Office Administrator is accountable for customer service and efficient front office operation, including management of attendance, health and safety compliance, and support of the principal.

DUTIES AND RESPONSIBILITIES:

- Maintain and update bookkeeping at the school and be accountable for the accounting process, including Purchase orders, check requests, employee expense reports, tuition assistance, budget worksheets, and weekly bank deposits. Collect and deposit lunch funds.
- Oversee receptionist responsibilities of the school and support an office environment that is professional, customer service oriented, and supportive to visitors, parents, and students.
- Answer phones, direct questions and inquiries, and distribute mail.
- Ensure that security procedures are strictly followed by effectively managing the visitor management system or parent sign-in system.
- Accurate use of facilities work order system.
- Inventory management for grant-funded assets.
- Health and Safety Compliance, including maintenance of the following documents: Processing of insurance claims.
- Distribute medication/attend to incidental needs of students.
- Student uniform management.
- Order and maintain supplies as needed for office and school staff.
- Complete purchase requisitions for supplies, books, and materials.
- Complete correspondence, memoranda, and reports for the principal, as well as maintain calendar and appointments for school leadership.
- Minimal travel required.

QUALIFICATIONS:

- Possess an associate degree and/or 2-4 years of experience in an office or school-related administrative position.
- Proficient with Microsoft Office products.
- Respond to common inquiries or complaints from parents.
- Communicate and work effectively with students, parents, principal, and teachers.
- Strong verbal and written communication skills.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.

- The employee is occasionally required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

WORK ENVIRONMENT:

- While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Paraprofessional
Reports To: Academic Intervention Coach
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Under the supervision of a classroom teacher, paraprofessionals provide instructional assistance to students in need of academic intervention services. The services provided should lead to significant growth in student test results.

DUTIES AND RESPONSIBILITIES:

- Prepare daily lesson plans for students under the direction of the immediate supervisor and/or classroom teacher.
- Provide individual and small group instruction.
- Provide instructional assistance for students during workshop as directed by the classroom teacher and designated instructional leader.
- Participate in weekly planning sessions with classroom teachers and immediate supervisor.
- Complete daily logs.
- Attend articulation meetings with classroom teachers.
- Attend professional development activities as required.
- Be available for afternoon and evening parent-teacher conferences.
- Exemplary attendance and tardiness record.
- Other duties may be assigned from time to time.

QUALIFICATIONS:

- Associate's degree or higher; or completed at 60 credit hours of higher education as defined by the institution or higher education (MI only); or pass the ParaPro assessment (ACT WorkKeys, MTTC basic skills or ETS exam).
- No certificates or licenses needed.
- Read, analyze, and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
- Write reports, business correspondence, and procedure manuals.
- Establish and maintain effective working relationships with students, peers, parents, and community.
- Speak clearly and concisely in written and oral communication.
- Add, subtract, multiply, and divide all units of measure, using whole numbers, common fractions, and decimals.
- Compute rate, ratio, and percent and to draw and interpret graphs.
- Work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry.
- Apply mathematical concepts to practical situations.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Deal with a variety of abstract and concrete variables in situations where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms.
- The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals

Position Title: Principal
Reports To: Director of School Quality at NHA
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

At National Heritage Academies (NHA), the principal is dedicated to achieving the purpose of “transforming the lives of students and enriching communities by delivering high-quality educational choice to families”. Properly executed, the leadership of the principal improves student learning growth, increases college readiness, and enhances school health as measured by academic, financial, and cultural metrics. The principal role is pivotal in realizing these school and organizational goals.

DUTIES AND RESPONSIBILITIES:

- Establish a foundation of an authentic relational community of staff, students, and parents, collaboratively adopting a cultural identity based on a clear mission and vision of high achievement and college readiness for students.
- Ensure implementation of rigorous curricula and assessments tied to both state and college readiness standards.
- Ensure implementation of high-quality, effective instructional planning, classroom instructional strategies and administration of assessments of student learning to drive increases in student achievement.
- Monitor multiple forms of student-level data to assess and improve the quality and impact of the school-wide intervention program.
- Recruit, hire, assign, and retain effective staff.
- Increase teacher effectiveness through professional learning structures.
- Oversee completion of rigorous evaluations of instructional staff for continuous improvement and accountability to results.
- Train, develop, and support a high-performing leadership team.
- Identify school-wide priorities, set ambitious student learning goals, and implement an aligned school improvement plan.
- Organize school time to support all student learning and staff development priorities.
- Allocate resources to align with the strategic plan.
- Demonstrate self-awareness, reflection, ongoing learning, and resiliency in the service of school-wide continuous improvement.
- Constructively manage change with the ultimate goal of improving student achievement.
- Occasional travel required.
- Additional duties as assigned.

QUALIFICATIONS:

- College diploma (BA or equivalent) or higher in Education or related field.
- School Administrator Licensure/Certificate in states where this is required; 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.
- Minimum of 3 years principal experience working with a K-8/K-12 diverse student population.

- Demonstrate achievements in student proficiency and growth that can be linked to his/her leadership (principal) and intervention.
- Strong written and verbal skills.
- Self-motivated, with the ability to see complex projects through from start to finish.
- Highly developed interpersonal skills.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

- Directly supervise a group of employees, not to exceed 15 employees. This group includes deans, front office staff, and may in some circumstances include support staff.
- Carry out supervisory responsibilities in accordance with the organization's policies and applicable laws.
- Interviewing, hiring, and training employees.
- Planning, assigning, and directing work.
- Appraising performance, rewarding, and disciplining employees.
- Addressing complaints and resolving problems.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds (i.e., boxes of supplies).
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- The employee is required to hear from a distance and identify voices and understand communication with background noise.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

WORK ENVIRONMENT:

- While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- The hours of work vary due to simultaneous demands, customer expectations, and changing priorities.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals

Position Title: Recess Aide
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a recess aide to one of our NHA partner schools.

DUTIES AND RESPONSIBILITIES:

- Provide supervision to students in the lunchroom and on the playground.
- Monitor behavior and advise students on safe practices in all situations.

QUALIFICATIONS:

- Prior experience supervising children ages 5 to 17 and organizing recreation activities.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk and hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is often required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.
- Reasonable accommodations may be made to enable qualified individuals with disabilities to perform essential physical functions.

WORK ENVIRONMENT:

- The noise level in the work environment is usually moderate but can be loud at times.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Registrar - Enrollment/Scheduling
Reports To: Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

The Registrar – Enrollment/Scheduling is accountable for the organization and daily functioning of student enrollment management, student data information system, and compliance with People Services requirements. Because of the ongoing duties associated with the enrollment process and the web-based student information system, full-time work hours must be carried throughout the entire year.

DUTIES AND RESPONSIBILITIES:

- Enrollment Management:
- Maintain, in accordance with state law, student permanent record files, withdrawals, student records requests, and re-enrollment information.
- Ensure that the new student enrollment process is run in a timely, complete, and accurate manner including:
 - Application entry.
 - Follow-up/correspondence/communication.
 - Lottery preparation and execution.
 - Documentation.
 - Cumulative file updates/maintenance/security.
- Maintain required records in student information system to ensure compliance with state, federal, authorizer, and NHA' standards including:
 - Attendance records for all students.
 - Current Parent/Household information.
 - Current Emergency Contact information.
 - Collection and management of required forms.
 - Management of all First Day/Count Day processes and requirements.
- Maintenance of class schedules in the student information system:
 - Enter and update Master schedule.
 - Set up classes.
 - Process student class changes in a timely manner.

People Services Compliance:

- Forward pertinent personnel documents to People Services at NHA Service Center, and maintain free-flowing communication with People Services.
- Maintain a current and active list of substitute teachers, manage scheduling and the substitute management system, and reconcile the substitute hours.
- Collect volunteer forms for all volunteers and maintain an accurate list for field trips, classroom volunteers and overnight events.

General

- Collect HLQ and SRQ forms, alerting school liaisons of any qualifying students.
- Ensure all parents fill out a Free & Reduced lunch form each year.
- MCIR and other state immunization reporting.

- Verbal and written communication skills are critical for this role. Manage the proof reading of
- communication that goes out from the school, create memos, email blasts, and newsletters as part of the main office communication. Front line when families come in for tours or information and must be articulate in verbal skills both in person and on the phone.
- Occasional travel required.

QUALIFICATIONS:

- Possess an associate degree and/or 2-4 years' experience in office lead or school administrative position.
- Proficient with Microsoft Office products.
- No certificates, licenses, or registrations needed.
- Respond to common inquiries or complaints from parents.
- Communicate and work effectively with students, parents, principal, and teachers.
- Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

Occasionally, the registrar – enrollment/scheduling may supervise parent volunteers who are working in the school office under the direction of the principal.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee frequently is required to sit; use hands to handle; and reach with hands and arms.
- The employee is occasionally required to stand and walk.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT:

- While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: School Ambassador
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

The role of the school ambassador (SA) is to promote the value of their assigned school, ensure new student enrollment and create a robust waiting list of students interested in enrolling at the school. The SA also creates assimilation opportunities (onboarding) and promotes enrollment events to community partners. The SA will accomplish these goals through guidance from their admissions strategist or admissions manager, guidance from the principal, self-directed effort, and by working closely with school teams to collectively recruit and enroll new students.

DUTIES AND RESPONSIBILITIES:

- Work with school leaders in planning school-based open houses, enrollment information meetings, and other school-based recruitment events.
- Communicate with existing families to recruit siblings and access their local networks to support recruitment goals.
- Represent the school at key community events, student recruitment fairs and other community outreach events that will benefit enrollment.
- Plan and facilitate opportunities for new families to get involved with the school to help secure their decision to join the school family.
- Routinely reach out to prospective and newly accepted families to keep them engaged, excited and informed about the school.
- Implement the recruitment strategy (marketing plan) to ensure enrollment goal success at the assigned school(s).
- Build relationships with community organizations, businesses, faith-based community leaders and other key area stakeholders near the school to gain access to their network of parents, create awareness, and secure applications.
- Develop new initiatives to gain applications.
- Execute monthly phone call/text/tour/or home visit strategies to keep new families engaged, excited and informed about the school to minimize erosion.
- Follow up with new families often during the school year to mitigate first year attrition.

QUALIFICATIONS:

- Associate degree in sales, marketing, or business.
- Proficient computer skills.
- Prefer experience with recruitment-related work.
- Strong written and verbal communication skills.
- Spanish-speaking a plus.
- Highly motivated, exceptional relationship-building skills and the ability to communicate effectively with diverse audiences.
- Excellent strategic planning skills and a goal-oriented mindset.
- Strong organization and time management skills. Knowledge of Outlook and other time management resources required.
- Ability to balance and organize many different tasks and responsibilities.
- Flexible and able to excel in ambiguous situations.
- Ability to work when parents are available.

- Excellent interpersonal skills.
- Able to work with multiple key stakeholders to produce enrollment goals.
- High sense of urgency with critical thinking, time management, and problem solving when things are disrupted.
- Follow a budget and show stewardship of resources including inventory and timely completion of expense reports.
- Proficient with social media platforms including Facebook, Twitter, and Instagram. Able to create events and market accordingly.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

None.

WORK ENVIRONMENT:

- While performing the duties of this job, the employee is occasionally exposed to wet, cold, and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- The hours of work vary due to simultaneous demands, customer expectations and changing priorities.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: School Social Worker (K-12)
Reports To: Principal or Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a school social worker to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

DUTIES AND RESPONSIBILITIES:

- Provide group and individual counseling sessions and classroom support to special education students as mandated per student IEPs, as well as progress monitor IEP goals associated with mandated services and participate in student IEP meetings.
- Provide group and individual counseling sessions to general education students, as well as monitor the students' responses to the interventions identified.
- Develop and monitor student responses to behavior intervention plans, including providing support and consultation to general and special education teachers.
- Complete psychosocial assessments to assist in the determination of special education services.
- Conduct functional behavior assessments and communicate the results to all team members in parent-friendly language.
- Complete risk assessments on students referred for school social work services.
- Establish relationships with both students and parents and participate in all aspects of school planning.
- Assist in identifying needed community resources for students and makes appropriate referrals to resources to facilitate educational and behavioral interventions recommended for student success.
- Provide staff consultation on behavioral-emotional-environmental issues affecting student participation in the learning process and collaborates with school staff and other school system personnel in implementing strategies to promote student learning.
- Provide crisis intervention services.
- Maintain state-required clinical records and submit appropriate documents for statistical reports with adherence to program standards in school social work.

QUALIFICATIONS:

- Must have a master's degree in social work; exceptions may apply in New York and Ohio.
- Must hold a valid social work license issued in the state you are applying for; in Michigan, must hold Temporary Approval or Full Approval from the Michigan Department of Education, Office of Special Education.
- Knowledge of special education processes and procedures.
- Candidates with experience working with at-risk students is preferred if applicable to the school.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

None.

WORK ENVIRONMENT:

None.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Special Education Paraprofessional
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

A special education paraprofessional assists, supports, and works closely with teachers, administrators, and other team members in providing educational benefits for students.

DUTIES AND RESPONSIBILITIES:

- Prepare daily lesson plans for students under the direction of the immediate supervisor and/or classroom teacher for special education students.
- Provide individual and small group instruction.
- Provide instructional assistance for students during workshop as directed by the classroom teacher and designated instructional leader.
- Participate in weekly planning sessions with classroom teachers and immediate supervisor.
- Complete daily logs.
- Attend articulation meetings with classroom teachers.
- Attend professional development activities as required.
- Be available for afternoon and evening parent-teacher conferences.
- Exemplary attendance and tardiness record.
- Other duties may be assigned from time to time.

QUALIFICATIONS:

- Associate's degree or higher; completed at 60 credit hours of higher education as defined by the institution or higher education (MI only); or pass the ParaPro assessment (ACT WorkKeys, MTTC basic skills or ETS exam).
- No certificates or licenses are needed.
- Read, analyze, and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
- Write reports, business correspondence, and procedure manuals.
- Establish and maintain effective working relationships with students, peers, parents, and community.
- Speak clearly and concisely in written and oral communication.
- Add, subtract, multiply, and divide all units of measurement, using whole numbers, common fractions, and decimals.
- Compute rate, ratio, and percent and to draw and interpret graphs.
- Work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry.
- Apply mathematical concepts to practical situations.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Deal with a variety of abstract and concrete variables in situations where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

None.

WORK ENVIRONMENT:

None.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Special Education Teacher
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a special education teacher to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

DUTIES AND RESPONSIBILITIES:

- NHA provides our students with specially designed instruction developed to meet the unique needs of each child resulting from his/her disability such as: a resource room, inclusion and/or pullout services.
- For our teachers, we provide professional development that is specific to the special education curriculum, along with data tracking tools.
- Additional duties as assigned.

QUALIFICATIONS:

- Must hold a valid teacher license in special education for the state in which you are applying; except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- A candidate with experience working with at-risk students is preferred, if applicable to the school.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Speech and Language Pathologist
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a speech and language pathologist (SLP) to one of our NHA partner schools.

DUTIES AND RESPONSIBILITIES:

- The SLP works in collaboration with the special education teacher in the formation of daily schedules, testing schedules, and annual meetings.
- The SLP also supplies the special education teacher with current speech/language student lists so he/she can maintain a master Special Education list.
- NHA provides specially designed instruction developed to meet the unique needs of each child resulting from his/her disability such as resource room, inclusion, and/or pullout services.

QUALIFICATIONS:

- Must hold valid licensure in speech and language pathology for the state in which you are applying.
- Experience working with at-risk students is preferred, if applicable to the school.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Student Family Liaison
Reports To: Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a student family liaison to one of our NHA partner schools.

DUTIES AND RESPONSIBILITIES:

- Actively promote student, parent, and community involvement within the school and the maintenance of a safe and orderly environment to ensure that each student has the best opportunity to learn.
- Implement and support school procedure.
- Collaborate with administration and teaching staff to implement and reinforce school-wide classroom management techniques.

QUALIFICATIONS:

- Must have an associate's degree with 1-2 years' experience in the child behavior or social work field or bachelor's degree.
- Ability to communicate and work effectively with parents, faculty, and students.
- Proficiency in Microsoft Office programs.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Substitute
Reports To: School Principal
Employed By: NHA
Date Reviewed: March 20, 2024

SUMMARY:

Responsible for carrying out the lesson plans of the teacher for whom he/she is substituting.

DUTIES AND RESPONSIBILITIES:

- Ability to execute a lesson plan that is assigned by the teacher.
- Demonstrate moral focus and personal values to all stakeholders.
- Provide clear instruction and assist scholars in understanding a subject matter while maintaining discipline and control of the classroom.
- Self-starter with effective classroom management skills, strong leadership, and a passion for educating students.

QUALIFICATIONS:

- Unofficial transcripts showing a minimum of 60 semester college credit hours with a C or better in each course or a degree with an overall 2.0 GPA or higher from a 2-year or 4-year US regionally accredited institution.
- Upon hire and prior to start a Michigan Substitute Permit needs to be issued.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Teach Force Teacher - Regional
Reports To: Dean
Employed By: NHA
Date Reviewed: Jan 3, 2024

SUMMARY:

The Teach Force Teacher-Regional can make a difference by directly impacting the lives of many students across NHA's network of schools as a regional/traveling highly compensated teacher. You will receive regular coaching and development opportunities to grow your skills and career. You will have access to instructional and procedural resources, including support from our curriculum and instruction team, credentialing team, and the school leadership team.

DUTIES AND RESPONSIBILITIES:

- Strong classroom management and engagement to build quick rapport with all scholars within the region you reside covering a 45-mile radius from your home, reduce the learning gap quickly, and create a positive learning environment in every classroom quickly.
- Utilize the NHA curricular resources to instruct all scholars and differentiate instruction to meet the learning needs of all scholars.
- This position may be utilized in 5 or more NHA schools (possibly multiple states) per year and must be able to assimilate to the school culture of each placement including taking initiative and problem-solving to ensure successful placements.
- Additional duties as assigned.

QUALIFICATIONS:

- 5+ years of teaching experience.
- Certified in the state you are applying for and the content you are applying for.
- Must hold a valid teacher license or meet alternative requirements in the state you are applying. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Reliable transportation for up to 45 or more miles of travel.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Teach Force Teacher - Traveler
Reports To: Dean
Employed By: NHA
Date Reviewed: Jan 3, 2024

SUMMARY:

The Teach Force Teacher-Traveler can make a difference by directly impacting the lives of many students across NHA's network of schools as a regional/traveling highly compensated teacher. You will receive regular coaching and development opportunities to grow your skills and career. You will have access to instructional and procedural resources, including support from our curriculum and instruction team, credentialing team, and the school leadership team.

DUTIES AND RESPONSIBILITIES:

- Strong classroom management and engagement to build quick rapport with all scholars in multiple states and diverse areas, reduce the learning gap quickly, and create a positive learning environment in every classroom quickly.
- Utilize the NHA curricular resources to instruct all scholars and differentiate instruction to meet the learning needs of all scholars.
- This position may be utilized in 5 or more NHA schools (possibly multiple states and over 45 miles from home) per year and must be able to assimilate to the school culture of each placement including taking initiative and problem-solving to ensure successful placements.
- Travel is a requirement and may be traveling to 5 or more states in a year with little notice.
- Additional duties as assigned.

QUALIFICATIONS:

- 5+ years of teaching experience.
- Certified in the state you are applying for and the content you are applying for.
- Must hold a valid teacher license or meet alternative requirements in the state you are applying. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Reliable transportation for up to 45 or more miles of travel.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.

- Must be able to work flexible hours as needed.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Teacher
Reports To: Principal
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth to National Heritage Academies (NHA) as a teacher to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success.

DUTIES AND RESPONSIBILITIES:

- Participate collaboratively and professionally with fellow teachers and support staff to meet the goals and individual needs of each student.
- Create, manage, and participate in a variety of professional development and orientation activities.
- Additional duties as assigned.

QUALIFICATIONS:

- Must hold a valid teacher license or meet alternative requirements in the state you are applying; except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Teacher In Residence (TIR)
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth as a Teacher in Residence (TIR) to one of our NHA partner schools. In this position, a cohesive leadership team of deans will be there to support you every step of the way. Along with our result-driven curriculum and commitment to educating the whole child – academically, morally, and socially – you and your students will be set up for success. The TIR at the academy will be oriented to all aspects of the National Heritage Academies (NHA) experience including: (1) academic curriculum, (2) classroom management, (3) parent engagement, and (4) school procedures. Throughout this process, the TIR will be expected to build a rapport with students, staff, and families. The TIR will be prepared to assume the responsibility of a classroom teacher when a vacancy becomes available. The TIR at the academy creates, manages, and participates in a variety of professional development and orientation activities that support the academy's focus on challenging each child to achieve. The TIR participates collaboratively and professionally with fellow grade-level teachers to achieve the goals and objectives of the school. He/she consistently supports NHA's Purpose and Vision as defined by the academy's mission.

DUTIES AND RESPONSIBILITIES:

- Assists primary classroom teacher in planning, developing, and delivering quality instruction for students in accordance with state standards at the assigned grade level; contribute, as appropriate, to program improvement and development.
- Assists primary classroom teacher with ongoing, frequent, and specific assessments to gauge student learning as specified by the Academy's curriculum and by NHA's assessment practices.
- Model the characteristics of behavior as outlined in NHA's Moral Focus Curriculum.
- Supplement instruction effectively with technology and teach tools of technology within coursework.
- Modify instruction to accommodate students' unique learning styles and learning needs.
- Assume responsibility for a classroom as needed, either as a long-term substitute or as otherwise directed by principal.
- Assist primary classroom teacher in assuring effective two-way communication at all levels of responsibility; provide out-of-class communication opportunities with parents and students; participate in grade level, school, and company meetings as appropriate; Represent the school to external constituencies as appropriate; promote collegiality in dealings with staff.
- Assist primary classroom teacher in actively involving parents in each child's education by providing frequent indicators of progress and communicating upcoming lesson objectives and standards.
- Assist primary classroom teacher in communication between students, parents, and school staff/administrator to resolve student concerns.
- Assist the primary classroom teacher in responsible stewardship of equipment, materials, and supplies used in the classroom.
- Foster cooperative social behavior to assist children in forming satisfying relationships with other

- children and adults.
- Maintain a welcoming, orderly, safe and attractive physical environment in the classroom.
- Establish and maintain high standards of student behavior in all environments throughout the school.
- Assist primary classroom teacher in developing lesson plans for substitutes as required.
- Participate in ongoing professional development opportunities offered by NHA or the Academy.
- Become familiar with assessment and placement procedures and have awareness of available resources to address individual student needs.
- Participate in school activities designed to recruit and retain students.
- Participate in all aspects of classroom and school planning and in the establishment of goals and objectives.
- Be reliable and punctual in reporting for scheduled work in order to provide continuity and stability in the classroom.

QUALIFICATIONS:

- Must hold a valid teacher license in the subject and/or grade level for the state in which you are applying or must be on track to obtain a valid teacher license; except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Candidates with experience working with at-risk students preferred, if applicable to the school.
- Experience with different classroom management strategies and differentiated instruction preferred.
- Teaching experience, preferably at the elementary and/or middle school level, is desired.
- Read, analyze, and interpret general business periodicals, professional journals, technical procedures, and governmental regulations.
- Write reports, business correspondence, and procedure manuals.
- Establish and maintain effective working relationships with students, peers, parents and community; ability to speak clearly and concisely in written and oral communication.
- Add, subtract, multiply, and divide all units of measure, using whole numbers, common fractions, and decimals.
- Compute rate, ratio, and percent and to draw and interpret graphs.
- Work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry.
- Apply mathematical concepts to practical situations.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Deal with a variety of abstract and concrete variables in situations where only limited standardization exists.
- Interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to apply knowledge of current research and theory to instructional program.
- Ability to plan and implement lessons based on school objectives and the needs and abilities of students.
- Ability to establish and maintain effective relationships with students, peers and parents.
- Skills in oral and written communication.
- Ability to perform duties with awareness of all NHA requirements.
- Ability to use technology for instructional purposes and to teach current technology skills and the use of technology tools for grade level.
- Ability to apply knowledge about legal issues to the work setting.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Technology Teacher/Coordinator
Reports To: Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

The technology teacher/coordinator will provide K-8 student technology instruction and ensure educational technology at the school is operational and well-managed. The ideal candidate has experience teaching K-8 technology classes using ISTE Standards and enjoys managing technology and troubleshooting. The position will allocate approximately 90% of the time to student technology instruction and 10% to building-wide technology administration and support. Student technology instruction is focused on creating future-ready, digitally literate learners who are able to use technology to complete current assignments, transition into the digital workflow expectations of high school, and explore emerging technologies foundational to STEM careers. The K-8 National Heritage Academies (NHA) Technology Standards empower the technology teacher/coordinator to prepare students in these ways and are rooted in the 2016 ISTE Standards for Students. The NHA Technology Standards provide additional direction on specific foundational computer skills and online safety skills needed for all NHA students. Building technology coordination is needed to keep the school's educational technology and network infrastructure in working order. In partnership with NHA's IT Department, the technology teacher/ coordinator will manage the deployment and life cycle of NHA-provided hardware and perform intermittent troubleshooting of the hardware and network infrastructure. This staff member will also help students access online educational applications by managing the school's Clever Student Portal and customize online access for students at their school by managing Chrome settings via the Google Admin Console. The technology teacher/coordinator may also act as the State Testing Technology Coordinator and may be asked to act as the Lead NWEA MAP Testing Proctor.

DUTIES AND RESPONSIBILITIES:

- Teach K - 8 technology classes using the NHA Technology Standards in accordance with NHA's Classroom Framework.
- Ensure an approved online safety curriculum is taught, properly documented and submitted to the Educational Technology Specialist at the NHA Service Center (annually) to fulfill the educational requirements of the federal Children's Internet Protection Act.
- Serve as the primary contact between the school and NHA's IT Department at the NHA Service Center to create awareness and alignment between the NHA Technology Model and on all technology
- implementations at the school.
- Be a liaison for all things related to technology at the school by being the voice of NHA's IT
- Department in order to effectively communicate and apply NHA's Technology Model to desired school-based technology implementations.
- Work with school leadership to develop long-range goals for the school technology program by participating in strategic planning meetings and technology decisions at the building level.
- Offer pre-implementation guidance on how new technologies will work and be supported; in alignment with NHA's Technology Model.

- Effectively communicate new software releases and technology changes to building staff through the most appropriate medium(s): email, updates at staff meetings and professional development sessions.
- Create and maintain updated inventory of all building technology which differentiates between technology-provided and grant-funded resources.
- Manage a successful technology refresh by communicating device needs to the NHA Service Center and preparing technology for removal, replacement, and deployment.
- Manage Chromebook user settings via the Google Admin Console to block websites identified by the school, in addition to the Internet filters enforced by the NHA Service Center, and push unique
- Chrome apps and extensions to users at the school.
- Manage school's Clever Student Portal by customizing the layout of the homepage, assigning links to appropriate users, and providing staff training on operating the Clever Portal.
- Develop and implement school-wide procedures for supporting staff in troubleshooting and resolving technology issues.
- Setup and connect classroom technology for whole-group instruction by connecting teacher laptop to projector with and without the use of the document camera.
- Maintain projectors by dusting 2x/year, replacing projector lamp bulbs as they die, and encouraging staff to turn off equipment when not in use.
- Systematically troubleshoot NHA-provided hardware to the source of the issue by swapping out parts and performing basic troubleshooting procedures and ordering replacement equipment from NHA's Technology Support Center as needed.
- Become familiar with the building network infrastructure and if a network issue arises, locate equipment and follow instructions under the guidance of an NHA Service Center Technician.
- Act as the State Testing Technology Coordinator as outlined in the responsibilities listed below.
- Prepare technology for use during state testing, and any other online testing, by ensuring the
- Chrome Operating System on each Chromebook is the latest version and the latest version of the testing application is installed and functional on all testing devices.
- Ensure school has hardware needed to support access for all learners; such as mice, headphones, large-display monitors and enough devices for each testing session.
- Provide technology troubleshooting support for state testing and any other online testing.
- Attend all state-provided and NHA-provided technology trainings to support online testing.
- Perform Lead Proctor Role for NWEA MAP testing by coordinating successful NWEA MAP test administration.
- Achieve the goal of testing at least 97% of students in all grades within the given MAP testing window.
- Ensure all test proctors receive the required MAP test proctor training.
- Ensure all testing devices have the MAP testing software installed and is functional.
- Ensure school-wide testing schedule has been developed at least two weeks prior to the first day of MAP testing.
- Provide a standardized testing environment as described in the NWEA MAP Test Administration Handbook.
- Ensure appropriate MAP testing accommodations are provided to students with IEP's, 504's or other specialized plans or support needs.

- Ensure all test proctors monitor students according to standardized MAP testing procedures.
- Ensure MAP retesting policy is followed.
- Ensure MAP testing repair requests are submitted to the NHA Service Center testing support before testing window closes.

QUALIFICATIONS:

- Bachelor's Degree.
- Must hold a valid teacher license or meet alternative requirements; except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- While performing the duties of this job, the employee is regularly required to talk or hear.
- The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk.
- The employee must occasionally lift and/or move up to 50 pounds (i.e., AV/VCR Carts, boxes of supplies).
- The employee must occasionally climb ladders or crawl under/behind desks to troubleshoot equipment.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.
- The employee is required to hear from a distance and to identify voices and understand communication with background noise.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.

WORK ENVIRONMENT:

- While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions.
- The noise level in the work environment is usually moderate.
- The hours of work vary due to simultaneous demands, customer expectations and changing priorities.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

Position Title: Tutor
Reports To: Academic Intervention Coach or Dean
Employed By: NHA
Date Reviewed: May 9, 2023

SUMMARY:

Bring your passion for influencing and supporting our youth as a tutor to one of our NHA partner schools.

DUTIES AND RESPONSIBILITIES:

- Work with the academy teaching staff to address the academic needs of students on an individual basis.
- Provide an inviting, exciting, and innovative learning environment.
- Establish a one-on-one rapport with assigned students.
- Use academic content materials effectively and keep lesson focused on agreed upon objectives.
- Keep students on task and give feedback about performance to classroom teacher and parents.
- Monitor academic progress of assigned students using standardized tests, report cards, discipline records, and parent feedback.

QUALIFICATIONS:

- Self-starters, those who demonstrate leadership skills, and those passionate about education.
- A candidate with experience working with at-risk students is preferred.
- Criminal background check.

SUPERVISORY RESPONSIBILITIES:

None.

PHYSICAL DEMANDS:

- Ability to lift and move up to 25 pounds.
- Ability to sit for extended periods of time.
- This position requires the individual to meet multiple demands from several people and interact with the public and other staff.
- Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

WORK ENVIRONMENT:

- Ability to work in a high traffic, indoor environment.
- Must be able to work flexible hours as needed.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

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.

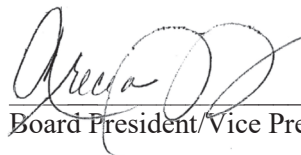
Included in this evaluation shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

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.

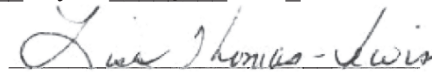
The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Date: May 14, 2024


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Detroit Premier Academy Board of Directors at a properly noticed open meeting held on the 14th day of May, 2024, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

DETROIT PREMIER ACADEMY

Admission and Enrollment Policy

Admission to the Academy shall be open to all age-appropriate children for grade levels offered in accordance with the Academy's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student.

The Academy will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed in the school.

It is the policy of the Board that its educational service provider develop and implement practices and procedures that control the admission and enrollment of students, including public notice, lottery and random selection drawing to be used when the number of applicants exceed the number of available spaces for grades offered. Detailed application, lottery and admission practices and procedures shall be available to parents and the general public at the school office. The Board will annually approve offered seats and maximum class size of the Academy.

References:

US Constitution, Fourteenth Amendment

Title IX of Education Amendments Act (20 USC 1681 et. seq.)

The Civil Rights Act of 1964

The McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2])

Rehabilitation Act of 1973 (29 USC 791 et. seq.)

Equal Educational Opportunity Act of 1974 (20 USC 1703 et. seq.)

The Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.)

Michigan Constitution

MCL 37.1101 et. seq.; 37.1402; 37.2402; 380.503 et. seq; 380.504 et. seq.; 380.1146; 380.1704

National Heritage Academies Admissions and Enrollment Practices & Procedures

National Heritage Academies Homeless Child Practices & Procedures

Effective Date: June 22, 2010

NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (MI)

The school will comply with all applicable federal and state laws related to admissions and enrollment.

Non-Discrimination

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing public school.

Open Enrollment Period and Notice

The “**Open Enrollment Period**” for the first year of operation will be determined prior to June 30 by the NHA Admissions Department and included in the notice of Open Enrollment. In all subsequent years, the Open Enrollment Period is from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school.

National Heritage Academies (NHA) and/or the school will provide notice of Open Enrollment on its website and by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation; (b) mailing a written notice of the Open Enrollment Period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the Open Enrollment Period at the school. In addition, notice may also be provided by airing a public service announcement on local television.

As part of the enrollment process, the school staff will communicate or meet with families, parents/guardians and students prior to the first day of school.

Application Procedures

Interested parties may obtain applications at:

- The school’s website
- The offices of the school
- The service center of NHA at 3850 Broadmoor SE, Suite 201, Grand Rapids, MI 49512 or by calling 866-NHA-ENROLL from 8:00 a.m. to 5:00 p.m. EST.

Applications will be mailed, emailed or faxed to anyone requesting an application by telephone.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during and after the Open Enrollment Period. If applications received during the Open Enrollment Period exceed offered seats in any grade level (“over-subscribed grades”), a random selection process will take place for all affected grade levels. If applications received are fewer than offered seats in each and every grade level (“under-subscribed grades”), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Prior to the start of school, accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents/guardians reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents/guardians that if the student does not attend the first day of school or call in to request an

NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (MI)

excused absence by the date and time indicated, the student will forfeit his/her registered status in the school and will not be enrolled. The school may attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to re-enter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must re-submit an application for the following school year during the next Open Enrollment Period.

Random Selection Process

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, board member, anyone applying to the school, or an NHA employee. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill available offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected, the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection process is open to the public and will be video recorded. In the event of any discrepancy, the video recording will be the official record of placement of students.

Class Size and Offered Seats

Class size and offered seats will be recommended by NHA and submitted to the school board of directors for approval. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter contract or applicable law.

Enrollment Preferences

Enrollment preference is first given to currently enrolled students. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Siblings of students selected in the random selection process
- Children of staff members (at least .5 FTE) or current board members
- All remaining applicants

If permitted by law, other enrollment preferences may be granted. If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

NHA PRACTICES AND PROCEDURES: ADMISSIONS AND ENROLLMENT (MI)

Procedural Steps

Step 1: Setup

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include, but not be limited to, the student's name, birth date, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

Step 2: Admission of Applicants Applying for Under and Over-Subscribed Grades

A neutral third-party person (as previously described) will perform a random selection of the names of each applicant. Any under-subscribed grades will be considered before the over-subscribed grades in descending order. After all under-subscribed grades have been identified, the order of the over-subscribed grades will be randomly selected. Once the grade order has been established, randomly selected students will be placed in available seats or on the waiting list in the applying grade if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time or granted sibling preference, but will wait until their grade level is selected.

Step 3: Waiting List Priority

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

Appeals

Any parent or guardian may contest or appeal the random selection process, in writing, to the school's board of directors. Following receipt of the parent's/guardian's written appeal, a school board designee will contact the parent/guardian to discuss the nature of the concern or objection. Final decisions will be made by the school board or its designee.

PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Foster Care Child	Karen Hannant Curriculum & Instruction	
Date last updated: June 29, 2018		

1. PURPOSE

To promote the educational stability of students in placed in Foster Care by working with students, their designated caregivers, and local child welfare agencies, or at the state level in compliance with Every Student Succeeds Act ("ESSA").

2. PRACTICE

The school will adhere to the provisions of ESSA to ensure the educational stability of all identified children in Foster Care by working with students, their designated caregivers, and local child welfare agencies to determine the educational placement that is in the best interest of the student, and by providing transportation and other services consistent with applicable state laws and regulations.

Definitions

“Foster Care” – refers to 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes.

“School of Origin” - the school the child attended when permanently housed or the school in which the child was last enrolled. When the child completes the final grade level served by the School of Origin, this definition shall include the designated receiving school at the next grade level.

“Additional Cost” – refers to the difference between between what an LEA would otherwise spend to transport a child to his or her assigned school and the cost of transporting a child in foster care to his or her school of origin.

3. APPLICABILITY

This document applies to all National Heritage Academies (NHA) schools.

4. RESPONSIBILITY

4.1 The school The Liaison, in collaboration with the Child Welfare Agency (“CWA”), will serve as one of the primary contacts in between foster families, school staff, and district personnel.

4.2 The principal will designate a local Foster Care Liaison (“Liaison”).

PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Foster Care Child	Karen Hannant Curriculum & Instruction	
Date last updated: June 29, 2018		

4.3 The Liaison will:

- Collaborate with local CWA to ensure children in Foster Care are immediately enrolled
- Document and attend the Best Interest Determination
- Facilitate the immediate transfer of records for all children in Foster Care
- Ensure that children in Foster Care have full and equal opportunities to succeed in the school;
- Ensure that children in Foster Care and their families receive eligible educational services;
- Track attendance and progress of children in Foster Care;
- Inform foster parents/ guardians and children in Foster Care of all transportation services, and assist them in accessing these services;
- Clearly communicate all required information in a form, manner, and language that is understandable;
- Ensure proper mediation of enrollment disputes in accordance with state guidance and complaint procedures;
- Conduct annual training for school personnel on Title I Provisions and educational needs of children in foster care; and
- Record *myNHA* information in collaboration with office staff;

5. PROCEDURES

5.1 Identification

It is the role of the CWA to notify the school within one (1) school day of a child being placed in Foster Care. During the enrollment process, if students in Foster Care are enrolled, the Liaison will contact the appropriate CWA to ensure open communication takes place regarding the needs of the student.

5.2 School Selection

Children and youth in Foster Care have the right to remain at their School of Origin or to attend any school that houses students who live in the attendance area in which they are actually living. After a child exits Foster Care, if it is determined to be in the child's best interest, the child has the right to remain enrolled in, and continue receiving transportation to the School of Origin for the remainder of the academic year during which the child exits Foster Care.

Children and youth in Foster Care will remain at their School of Origin to the extent it aligns with the best interests of the child. Children and youth in Foster Care may remain at their School of Origin the entire time they are in Foster Care and until the end of any academic year in which they exit Foster Care. The same applies if they enter Foster Care between academic years.

PRACTICES & PROCEDURES

	Owner/Dept:	Reference
Foster Care Child	Karen Hannant Curriculum & Instruction	
Date last updated: June 29, 2018		

Best interest of the child is a child-centered determination, based on the needs and interests of the particular child and the parent/guardian or child's wishes. It must be presumed that keeping the child in the School of Origin is in the child's best interest, except when doing so is contrary to the request of the child or foster parent/guardian. Services that are required to be provided, including transportation and services under federal and other programs, shall not be considered in determining best interest. Best interest of the child considerations may include the impact of mobility on:

- Achievement
- Education
- Health
- Safety

It is the role of the CWA to form a committee for the Best Interest Determination and initiate communication to the appropriate parties. At the conclusion of the Best Interest Determination, the Liaison, in collaboration with the CWA, must provide the parent or guardian with a written explanation of the reasons for its determination and outline the right to dispute the decision.

The written explanation should include:

- A description of the action proposed or refused by the committee;
- An explanation of why the action is proposed or refused;
- The reasons why any other options were rejected;
- A description of any other factors relevant to the committee's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources;
- Appropriate timelines to ensure any relevant deadlines are not missed; and
- Contact information for the local liaison, CWA Coordinator, and a brief description of the roles.

During the Best Interest Determination, every effort will be made by the relevant parties to reach an agreement regarding the appropriate school placement for children in foster care. However, if there is disagreement the final decision will be ceded to the CWA. This is because the CWA is able to assess both the non-educational factors and other components of the child's case plan.

Once a decision is made following a disagreement the CWA, will provide a written explanation of the resolution to all involved parties, demonstrating proof that its decision is in the child's best interest.

PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Foster Care Child	Karen Hannant Curriculum & Instruction	
Date last updated: June 29, 2018		

5.3 Enrollment

The school selected for enrollment must immediately enroll any children in Foster Care. Enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, (i.e. previous academic records, records of immunization, proof of residency, proof of guardianship, birth certificates), any unpaid school fees, lack of uniforms or clothing that conforms to the school's dress code or any factor related to the child's placement in Foster Care.

The liaison and other district personnel will coordinate the transfer of school records and contact the child's previous school to request school records within one (1) school day of receiving the requisite documents from the CWA related to the child's enrollment. Initial placement of a child whose records are not immediately available will be made based on the child's age and information gathered from the child, parent, and previous schools or teachers. If no immunization records are available, the school office will refer students to the Liaison to assist with obtaining these records from the previous school, state registries and/or community based clinics.

The liaison and other district personnel will ensure that all school records pertaining to a student transferring out of district are sent to the receiving school within ten (10) school days of the CWA's notification that a student in Foster Care is changing schools.

5.4 Services

The school must provide Children and youth in Foster Care services, for which they meet the relevant criteria, comparable to services offered to other students in the school, including but not limited to:

- Transportation;
- Educational services for which the student meets eligibility criteria, including special education, Title I, and related services and programs for English language learners;
- School nutrition programs;
- Vocational and technical education programs;
- Gifted and talented programs; and
- Before- and after-school programs

Transportation and Transportation Plans

At a foster parent or CWA's request, the school will immediately arrange and provide transportation to and from the School of Origin through an appropriate, cost-effective option. The Liaison will coordinate these arrangements with the local CWA. The school must provide the transportation for the entire time the child has a right to attend that school, as defined above, including during pending disputes and when making the *best interest of the child* determination. The length of the commute will only be considered when making the *best interest of the child* determination regarding potential harm to the child. Transportation disputes will not result in a child in Foster Care missing school. If such a dispute arises, the school will arrange transportation and immediately bring the matter to the attention of the local CWA and state authorities following the appropriate complaint procedures as detailed in this document.

PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Foster Care Child	Karen Hannant Curriculum & Instruction	
Date last updated: June 29, 2018		

A child in foster care needing transportation will continue to receive this service for the duration of time the child is in foster care, through the end of the academic year to ensure that the child's educational stability is maintained.

The Charter District will coordinate and collaborate with the CWA to make an appropriate transportation plan that supports the student's school stability plan and is fair to the Charter District's taxpayers, consistent with the Charter District's obligations under the federal Fostering Connections Act.

The Charter District recognizes the CWA may have access to federal funds to support the student's school stability plan, including transportation costs. Therefore, when there are additional costs incurred by the Charter District to provide transportation to the school of origin the Charter District will first seek to have the CWA agree to provide that transportation through a separate contract or by reimbursing the Charter District. The Charter District will also consider sharing the additional cost with the CWA or absorbing the full of amount of the additional cost. Until such an agreement is reached and signed, the district will continue to fund and transport the child in foster care.

Title I

Children and youth in Foster Care are automatically eligible for Title I services. The school will reserve the necessary funds to provide services comparable to those provided to Title I students attending non-participating schools, including education related support services and removing barriers that prevent attendance as necessary through the provision of additional reasonable services after other funding sources have been exhausted. The Liaison and the Title I director at the NHA Service Center will develop the formula (based upon the per-pupil Title I expenditures) to use for determining the necessary funds to reserve.

The Title I director and the Liaison will ensure coordination between the Title I plan and the ESSA, including the academic assessment, reporting and accountability systems required by federal law and the U.S. Department of Education.

Educational Services

The school shall give evaluations of Children and youth in Foster Care suspected of having a disability priority and coordinate the evaluation with the student's prior and subsequent schools, as necessary, to ensure timely completion of a full evaluation. The school will immediately implement the child's Individualized Education Program (IEP), if available, and promptly conduct any necessary IEP meetings or re-evaluations. If complete records are not available, IEP teams will use good judgment in choosing the best course of action, balancing procedural requirements and the provision of services in an attempt to avoid any disruption in services.

Beginning in the 2017-2018 school year, and continuing thereafter, each NHA school's annual report card must include information on student achievement regarding State assessments, disaggregated by student status, to include students who are homeless, in foster care, and students with parents serving on active duty within the armed forces (ESEA Section 1111(h)(1)(C)(ii).

PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Foster Care Child	Karen Hannant Curriculum & Instruction	
Date last updated: June 29, 2018		

5.5 Complaint and Dispute Resolution

The following steps and procedures should take place in resolving disputes regarding enrollment, school placement, or services.

Complaint

- A complaint is an oral or written and signed statement alleging the violation of a federal or state law, rule, or, regulation. The complaint must allege a violation that occurred not more than one (1) year prior to the date that the complaint is received, unless a longer period is reasonable because the violation is considered systemic or ongoing.
- Parents, teachers, administrators, or other concerned individuals or organizations may file a complaint (“Complainant”). Faculty and staff with knowledge of a complaint must refer the Complainant to the Liaison.
- The Complainant may submit the complaint in writing to the Liaison, using the Complaint Resolution Initiation Form. The Complainant may choose to initiate the complaint orally.

Role of School

- Immediately enroll the child in the school preferred by the person(s) bringing the complaint.
- Provide all educational services for which the child is eligible, pending resolution of the dispute.

Role of Liaison

- After receipt of the complaint, the Liaison, in collaboration with the local CWA, must provide a written explanation of the school placement decision and/or provided services to the Complainant and discuss the complaint with the Complainant. The Liaison, in collaboration with the CWA must provide a written proposed resolution or a plan of action to the Complainant within five (5) days of receipt of the complaint.
- If the Liaison does not resolve the dispute, the Complainant may forward it to the school principal. The Liaison must provide a written resolution to the parties within five (5) days of the discussion with the principal. The Complainant has a right to obtain assistance from advocates or attorneys in addressing a complaint.
- The Liaison will carry out the dispute resolution in an expeditious manner and will provide the Complainant these written procedures, including the appeal procedures outlined below.

PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
Date last updated: July 11, 2018		

1. PURPOSE

To remove barriers to the enrollment and retention in school of children and youth experiencing homelessness in compliance with the McKinney-Vento Homeless Education Assistance Act (42 U.S.C. §11301 et seq.) ("McKinney-Vento Act").

2. PRACTICE

The school will adhere to the provisions of the McKinney-Vento Act and applicable state requirements to ensure that all identified Homeless Children and Unaccompanied Youth enrolled in or being considered for enrollment in the district receive a free and appropriate education and meaningful opportunities to succeed in the school. This includes identified Homeless children eligible for pre-kindergarten programming.

Definitions

“Homeless Child” - a child who does not have a fixed, regular, and adequate nighttime residence or whose primary nighttime location is in a public or private shelter designated to provide temporary living accommodations, or a place not designed for, or ordinarily used as regular sleeping accommodations for human beings. This definition includes a child who is:

- sharing the housing of other persons due to loss of housing, economic hardship or similar reason (sometimes referred to as double-up);
- living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- living in a car, park, public space, abandoned building, substandard housing, bus or train stations or similar settings;
- abandoned in hospitals;
- a migratory child who qualifies as homeless because he or she is living in circumstances described above; or
- an Unaccompanied Youth.

“School of Origin” – the public school, including a preschool or a charter school, the child attended when permanently housed or the school in which the child was last enrolled. When the child completes the final grade, level served by the School of Origin, this definition shall include the designated receiving school at the next grade level.

“Unaccompanied Youth” - a youth not in the physical custody of a parent or guardian who meets the definition of homeless.

3. APPLICABILITY

This document applies to all National Heritage Academies (NHA) schools.

4. RESPONSIBILITY

- 4.1 The school principal will designate a local homeless Liaison (“Liaison”). The Liaison’s name and role will be posted in the front office and updated as necessary.

PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
Date last updated: July 11, 2018		

4.2 The Liaison will serve as one of the primary contacts between homeless families and school staff, district personnel, shelter workers, state coordinators for Homeless Children, public and private service providers in the community, housing and placement agencies, and other service providers.

4.3 The Liaison will ensure that:

- Homeless Children are identified by school personnel and through coordination activities with other entities and agencies;
- Ensure that Homeless Children are immediately enrolled in and have full and equal opportunities to succeed in the school;
- Ensure that Homeless Children and their families receive eligible educational services;
- Make referrals to housing, health, mental health, dental, and other services;
- Inform parents/guardians of educational and related opportunities available to their children;
- Inform Unaccompanied Youths of their status as independent students under section 480 of the Higher Education Act of 1965 and their right to receive verification of this status;
- Provide parents/guardians with meaningful opportunities to participate in their child's education;
- Inform parents/ guardians and Homeless Children of all transportation services, and assist them in accessing these services;
- Clearly communicate all required information in a form, manner, and language that is understandable;
- Ensure proper mediation of enrollment disputes according to the McKinney-Vento Act and complaint procedures;
- Assist the requestor in commencing an appeal pursuant to applicable law;
- Disseminate public notice of the educational rights of Homeless Children;
- Conduct annual training for school personnel on possible indicators of homelessness, sensitivity in identifying Homeless Children, and procedures for reporting to the Liaison; and
- Record *myNHA* information in coordinator with the registrar;

5. PROCEDURES

5.1 Identification

The school has an affirmative obligation to identify students in temporary housing. The Liaison, in collaboration with school personnel and community organizations, will identify Homeless Children, both in and out of school. Community organizations may include family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments and other social service agencies, street outreach teams, faith-based organizations, truancy and attendance officers, local homeless coalitions, and legal services.

The Liaison must use the Student Residency Questionnaire (“SRQ”) upon enrollment of any student and all students whose address changes during the school year, and the provided response must clearly describe current living arrangements of the child to determine whether the child meets the definition of a Homeless Child. Upon the receipt of an SRQ indicating potential homelessness, the Liaison will implement this practices and procedures document and ensure adherence with federal, state and NHA requirements.



PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
Date last updated: July 11, 2018		

New York schools only: Upon determination of appropriate school selection, the parent (or Liaison if no parent is available) will complete the New York STAC-202 form, following the instructions contained therein. Upon receipt of the STAC-202 form, the Liaison will forward the form to the New York Office of STAC & Special Aids Unit (New York State Education Department, Room 415, Education Building, Albany, NY 12234), Intervention Services at the NHA Service Center, and keep a copy in the school's records.

5.2 School Selection

Homeless Children have the right to remain at their School of Origin or to attend any school in the attendance area in which students are actually living. After a child becomes permanently housed, the child has the right to remain enrolled in, and continue receiving transportation to the school of origin for the duration of homelessness, through the remainder of the school year in which the student becomes permanently housed, and possibly an additional year if it is the student's terminal grade;

If the parent/guardian agrees, Homeless Children will remain at their School of Origin to the extent it aligns with the best interests of the child. Homeless Children may remain at their School of Origin the entire time they are in transition and until the end of any academic year in which they become permanently housed. The same applies if they lose their housing between academic years.

Best interest of the child is a child-centered determination, based on the needs and interests of the particular child and the parent/guardian or child's wishes. It must be presumed that keeping the child in the School of Origin is in the child's best interest, except when doing so is contrary to the request of the child or parent/guardian. Services that are required to be provided, including transportation and services under federal and other programs, shall not be considered in determining best interest. Best interest of the child considerations may include the impact of mobility on:

- Achievement
- Education
- Health
- Safety

If, after weighing these considerations, the liaison determines it is not in the Homeless Child's best interest to attend their School of Origin, the Liaison must provide the parent, guardian, or Unaccompanied Youth with a written explanation of the reasons for its determination and outlining the right to appeal.

The written explanation should include:

- A description of the action proposed or refused by the school;
- An explanation of why the action is proposed or refused;
- The reasons why any other options were rejected;
- A description of any other factors relevant to the school's decision and information related to the eligibility or best interest determination including the facts, witnesses, and evidence relied upon and their sources;
- Appropriate timelines to ensure any relevant deadlines are not missed including notice that families and students have 30 days to appeal; and
- Contact information for the local liaison and State Coordinator, and a brief description of the roles.

PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
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5.3 Enrollment

The school selected for enrollment must immediately enroll any Homeless Child. Unaccompanied Youth may either enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling, or the Liaison. Enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, (i.e. previous academic records, records of immunization, proof of residency, proof of guardianship, birth certificates), any unpaid school fees, lack of uniforms or clothing that conforms to the school's dress code or any factor related to the child's living situation.

The school will coordinate the transfer of school records with other districts and contact the child's previous school to obtain school records. Initial placement of a child whose records are not immediately available will be made based on the child's age and information gathered from the child, parent, and previous schools or teachers. If no immunization records are available, the school office will refer students to the Liaison to assist with obtaining these records from state registries and/or community-based clinics.

The school will excuse any tardiness or absence related to a Homeless Child's living situation when applying any school policy regarding tardiness or absences.

5.4 Services

The school must provide Homeless Children services, for which they meet the relevant criteria, comparable to services offered to other students in the school, including but not limited to:

- Transportation;
- Title I;
- Educational services for which the student meets eligibility criteria, including special education and related services and programs for English language learners;
- School nutrition programs (the school will provide free meals to the Homeless Child as all Homeless Children are automatically eligible for free meals);
- Vocational and technical education programs;
- Gifted and talented programs;
- Before- and after-school programs; and
- Other extra-curricular activities

Transportation

The Liaison will coordinate transportation arrangements, which may include arrangements with the social service district. The school must provide the transportation for the entire time the child has a right to attend that school, as defined above, including during pending disputes. The length of the commute will only be considered when making the *best interest of the child* determination in regards to potential harm to the child (New York Only: or up to 50 miles each way, even if such services are not available to student who are permanently housed).

Prior to selection of a school, the Liaison will inform the parent/guardian or Unaccompanied Youth of this right to transportation. Transportation disputes will not result in a Homeless Child missing school. If such a dispute arises, the school will arrange transportation and immediately bring the matter to the attention of the state authorities following the appropriate complaint procedures as detailed in this document.

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Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
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Transportation is provided at a parent/guardian's or Unaccompanied Youth's request to the school of origin for students who are homeless, including preschool students if applicable, for the duration of homelessness, through the remainder of the school year in which the student becomes permanently housed, and possibly an additional year if it is the student's terminal grade.

Transportation is provided for students who are homeless to participate in extra-curricular activities and summer school if the lack of transportation poses a barrier.

Title I

Homeless Children are automatically eligible for Title I services and remain eligible after becoming permanently housed for the remainder of the school year. The school will reserve the necessary funds to provide services comparable to those provided to Title I students attending non-participating schools, including education related support services and removing barriers that prevent attendance as necessary through the provision of additional reasonable services after other funding sources have been exhausted. The Liaison and the Title I director at the NHA Service Center will develop the formula (based upon the per-pupil Title I expenditures) to use for determining the necessary funds to reserve.

The Title I director and the Liaison will ensure coordination between the Title I plan and the McKinney-Vento Act, including the academic assessment, reporting and accountability systems required by federal law and the U.S. Department of Education.

Educational Services

The school shall give evaluations of Homeless Children suspected of having a disability priority and coordinate the evaluation with the student's prior and subsequent schools, as necessary, to ensure timely completion of a full evaluation. When necessary, the school will expeditiously designate a surrogate parent for Unaccompanied Youth suspected of having a disability. The school will immediately implement the child's Individualized Education Program (IEP), if available, and promptly conduct any necessary IEP meetings or re-evaluations. If complete records are not available, IEP teams will use good judgment in choosing the best course of action, balancing procedural requirements and the provision of services in an attempt to avoid any disruption in services.

Beginning in the 2017-2018 school year, and continuing thereafter, each NHA school's annual report card must include information on student achievement regarding State assessments, disaggregated by student status, to include students who are homeless, in foster care, and students with parents serving on active duty within the armed forces (ESEA Section 1111(h)(1)(C)(ii).

5.5 **Complaint and Dispute Resolution**

The following steps and procedures should take place in resolving disputes regarding enrollment, school placement, or services.

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Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
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Complaint

- A complaint is an oral or written and signed statement alleging the violation of a federal or state law, rule, or regulation. The complaint must allege a violation that occurred not more than one (1) year prior to the date that the complaint is received, unless a longer period is reasonable because the violation is considered systemic or ongoing.
- Parents, teachers, administrators, or other concerned individuals or organizations may file a complaint (“Complainant”). Faculty and staff with knowledge of a complaint must refer the Complainant to the Liaison.
- The Complainant may submit the complaint in writing to the Liaison, using the attached Complaint Resolution Initiation Form. The Complainant may choose to initiate the complaint orally.

Role of School

- Immediately enroll the child in the school preferred by the person(s) bringing the complaint.
- Provide all educational services the child is eligible for, pending resolution of the dispute.

Role of Liaison

- After receipt of the complaint, the Liaison must provide a written explanation of the school placement decision and/or provided services to the Complainant and discuss the complaint with the Complainant. The Liaison must provide a written proposed resolution or a plan of action to the Complainant within five (5) days of receipt of the complaint, or within seven (7) business days of notification of dispute (Georgia only).
- If the Liaison does not resolve the dispute, the Complainant may forward it to the school principal. The Liaison must provide a written resolution to the parties within five (5) days of the discussion with the principal, or within ten (10) business days of the second dispute (Georgia only). The Complainant has a right to obtain assistance from advocates or attorneys in addressing a complaint.
- The Liaison will carry out the dispute resolution in an expeditious manner and will provide the Complainant these written procedures, including the appeal procedures outlined below.
- In the event the school is unable to resolve the complaint, the Complainant may pursue the applicable appeal procedure(s).



PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
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Appeal Procedures – Colorado

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting a mediator from the Colorado Mediator Resource Network (services at no charge to the Complainant) or may direct the Complainant to the Colorado Department of Education (CDE).

Address the complaint to the following address:

- State Coordinator for the Education of Homeless Children and Youth, Colorado Department of Education, State Office Building, 201 East Colfax Avenue, Denver, Colorado 80203-1799.

Use the Colorado Dispute Resolution Form during the appeal process.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- a description of how the School violated the McKinney-Vento Act;
- the date on which the violation occurred;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue;
- contact information for the Liaison and potential witnesses;
- supporting documentation; and
- the relief the person is seeking.

If the State Coordinator is unable to resolve the complaint within 15 business days, the Complainant may file a written complaint to the State Coordinator who, with a team, will review the complaint with the mandates of the Title X law. Within 15 days of receipt of the complaint, the Coordinator will issue a written decision to the parties via mail.

Appeal Procedures – Georgia

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Georgia Department of Education state homeless coordinator. The Liaison may assist the Complainant in contacting the Department. The complaint may be made either in writing or submitted electronically through the Department's online complaint process.

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Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
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Address the complaint to the following address:

- Georgia Department of Education, Legal Services Division,
2052 Twin Towers East, 205 Jesse Hill, Jr. Drive, SE, Atlanta, Georgia 30334

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- a description of how the School violated the McKinney-Vento Act;
- the date on which the violation occurred;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue;
- contact information for the Liaison and potential witnesses;
- supporting documentation; and
- the relief the person is seeking.

Appeal Procedures – Indiana

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Indiana Department of Education (IDOE). Complaints made under this process must be in writing and signed by the Complainant.

If the complaint involves enrollment or school placement of homeless children, address the complaint to the following address:

- Indiana McKinney-Vento Homeless Education State Coordinator, Indiana Department of Education, 115 W. Washington Street South Tower, Suite 600, Indianapolis, Indiana 46204.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue;
- supporting documentation; and
- the relief the person is seeking.

PRACTICES & PROCEDURES

Name:	Owner/Dept:	Reference
Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
Date last updated: July 11, 2018		

The IDOE will issue a letter of acknowledgement to the Complainant and the Liaison containing, among other things, the IDOE's commitment to issue a resolution in the form of a *Letter of Findings*.

An IDOE complaint investigator will conduct an independent review of all relevant information and issue the *Letter of Findings* to the Complainant within thirty (30) days of receipt of a complaint, absent exceptional circumstances.

Appeal Procedures – Louisiana

If the dispute is not resolved at the school level, the Liaison will assist the Complainant in contacting the local (EBR) Liaison for assistance with the appeal process. In the event the dispute is not resolved at the (EBR) Liaison level, the Complainant may contact the State Coordinator to hear an appeal of the Local (EBR) Liaison's decision.

Address the complaint to the following address:

- State Coordinator – Homeless Education, Louisiana Department of Education, Office of School & Community Support, P.O. Box 94064, Baton Rouge, Louisiana 70804.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue;
- supporting documentation; and
- the relief the person is seeking.

The DOE will acknowledge receipt of the complaint in writing to the Complainant and provide written resolution of the complaint within 60 days of the date the DOE receives the complaint. The decision will include a breakdown of the findings, the reasons for the final decision, and the Complainants right to request the Secretary of the U.S. Department of Education to review the final decision of the DOE, at the Secretary's discretion.

Appeal Procedures – Michigan

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Michigan Department of Education. Complaints made under this process must be in writing and signed by the Complainant. The complaint may be submitted electronically or mailed to the address listed out below.

Address the complaint to the following address:

- State Coordinator for Homeless Education, Michigan Department of Education, Office of Field Services, Special Populations Unit, P.O. Box 30008, Lansing, MI 48909.

Name:	Owner/Dept:	Reference
Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
Date last updated: July 11, 2018		

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue;
- supporting documentation; and
- the relief the person is seeking.

The State Homeless Coordinator will gather needed information from statements of the parties involved and will forward the information within five (5) school days to three regional McKinney-Vento staff.

Within five (5) school days the regional staff will review the documentation and use the MDE Dispute Review Form to submit a summary, concerns, and recommendations to the State Coordinator.

Within two (2) school days of receiving the regional reviews, the State Coordinator will render a decision and notify the Complainant.

If the complaint is not resolved in a satisfactory manner by the State Coordinator, the final appeal shall be directed to the OFS Special Populations Manager by the Complainant. Appeals under this process must be made in writing and signed by the Complainant.

Within five (5) school days after receiving the regional reviews, the OFS Special Populations Manager will render a final decision and notify the Complainant. There are no federal level appeals for McKinney-Vento disputes through USDOE.

Appeal Procedures – North Carolina

If the dispute is not resolved at the school level, the Complainant may direct the complaint, orally or written, to the North Carolina Department of Public Instruction.

Address the complaint to the following address:

- State Coordinator for Homeless Education, National Center for Homeless Education, SERVE Center at UNCG, 5900 Summit Avenue, Ste. 201, Browns Summit, NC 27214.



Name:	Owner/Dept:	Reference
Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
Date last updated: July 11, 2018		

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue;
- supporting documentation; and
- the relief the person is seeking.

The Liaison will provide the State Homeless Coordinator with any information that the State Homeless Coordinator requests regarding the issues presented in the appeal.

The State Homeless Coordinator will provide the school and the Complainant the opportunity to respond to any decision made and to provide any additional evidence the Complainant deems relevant.

Within 10 schools days following receipt of the complete appeal, the State Coordinator shall issue a final written decision to the school and the Complainant.

Appeal Procedures – New York

DISPUTE RESOLUTION PROCESS

The school has established the following procedures for the prompt resolution of disputes regarding school selection or enrollment of a homeless child or youth:

- The school will provide a written explanation, including a statement regarding the right to appeal, to the parent or guardian of a student in temporary housing, or to an unaccompanied youth if the school determines that the school is not required to either enroll and/or transport such child or youth to the school of origin or a school requested by the parent or guardian or unaccompanied youth, or if there is a disagreement about a child's or youth's status as a homeless child or unaccompanied youth. The written explanation will be in a manner and form understandable to such parent, guardian, or unaccompanied youth and will include a statement regarding the McKinney-Vento liaison's availability to help the parent, guardian, or unaccompanied youth with any appeal and the contact information for the liaison.
- The school will immediately enroll the student in the school in which enrollment is sought by the parent or guardian or unaccompanied youth, provide transportation to the school, and will delay for 30 days the implementation of a final determination to decline to either enroll in and/or transport the student in temporary housing to the school of origin or a school requested by the parent or guardian or unaccompanied youth.

Name:	Owner/Dept:	Reference
Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
Date last updated: July 11, 2018		

- If the parent or guardian of a student in temporary housing or unaccompanied youth commences an appeal to the Commissioner within 30 days of such final determination, the student will be permitted to continue to attend the school he or she is enrolled in at the time of the appeal and/or receive transportation to that school pending the resolution of all available appeals.

MCKINNEY-VENTO LIAISON'S DISPUTE RESOLUTION RESPONSIBILITIES

The school's McKinney-Vento liaison must assist the student in temporary housing's parent or guardian or unaccompanied youth in bringing an appeal to the Commissioner under Education Law §310 of a final school district decision regarding enrollment, school selection and/or transportation. In the event of a dispute regarding eligibility, enrollment, school selection, and/or transportation, the school's McKinney-Vento liaison will:

- provide the parent or guardian or unaccompanied youth with a copy of the form petition, which is available at: <http://www.counsel.nysed.gov/appeals/homelessForms>;
- assist the parent or guardian or unaccompanied youth in completing the form petition;
- arrange for the copying of the form petition and supporting documents for the parent or guardian or unaccompanied youth, without cost to the parent or guardian or unaccompanied youth;
- accept service of the form petition and supporting papers on behalf of any school district employee or officer named as a party or the school district if it is named as a party or arrange for service by mail by mailing the form petition and supporting documents to any school district employee or officer named as a party and, if the school district is named as a party, to a person in the office of the superintendent who has been designated by the board of education to accept service on behalf of the school district;
- provide the parent or guardian or unaccompanied youth with a signed and dated acknowledgment verifying that the McKinney-Vento liaison has received the form petition and supporting documents and will either accept service of these documents on behalf of the school district employee or officer or school district or effect service by mail by mailing the form petition and supporting documents to any school district employee or officer named as a party and, if the school district is named as a party, to a person in the office of the superintendent who has been designated by the board of education to accept service on behalf of the school district;
- transmit on behalf of the parent or guardian or unaccompanied youth, within five days after the service of, the form petition or any pleading or paper to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234;
- provide the parent or guardian or unaccompanied youth with a signed and dated acknowledgement verifying that the McKinney-Vento liaison has received the form petition and supporting documents and will transmit these documents on behalf of the parent, guardian or unaccompanied youth to the Office of Counsel, New York State Education Department, State Education Building, Albany, New York 12234;

Name:	Owner/Dept:	Reference
Homeless Child	Karen Hannant Curriculum & Instruction	OP – 334
Date last updated: July 11, 2018		

- accept service of any subsequent pleadings or papers, including any correspondence related to the appeal, if the parent or guardian or unaccompanied youth so elects. The liaison must also make such correspondence available to the parent or guardian or unaccompanied youth; and
- maintain a record of all appeals of enrollment, school selection, and transportation determinations.

Appeal Procedures – Ohio

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Ohio Department of Education. Complaints made under this process must be in writing and signed by the Complainant.

Address the complaint to the following address:

- Homeless Education Coordinator, Ohio Department of Education, 25 S. Front Street, Mail Stop 404, Columbus, Ohio 43215.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue;
- supporting documentation; and
- the relief the person is seeking.

The Homeless Education Coordinator will recommend a decision to the Complainant and the Liaison. If unresolved, the Complainant may file a final appeal to the State Superintendent of Public Instruction for review and disposition.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Detroit Premier Academy

2024-25 School Year

July 2024						
Su	M	T	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			

7/4 - Fourth of July

August 2024						
Su	M	T	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

8/6-8/8 - New Teacher Summit
8/12-8/16 - Staff PD
8/19-8/23 - Staff PD
8/26 - First Day of School
8/30 - Labor Day Break

September 2024						
Su	M	T	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					

9/2 - Labor Day
9/3 - School Resumes

October 2024						
Su	M	T	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		

10/2 - Count Day
10/21 - Regional PD

November 2024						
Su	M	T	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

11/5 - Staff PD/Data Dive
11/20 - Parent Teacher Conferences
11/26 - End of Trimester 1
11/27-11/29 - Thanksgiving Break

December 2024						
Su	M	T	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				

12/2 - School Resumes
12/23-1/3 - Winter Break

January 2025						
Su	M	T	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	

1/6 - School Resumes
1/20 - Martin Luther King, Jr. Day

February 2025						
Su	M	T	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	

2/7 - Regional PD
2/12 - Count Day
2/17-2/21 - Mid Winter Break
2/24 - School Resumes

March 2025						
Su	M	T	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					

3/19 - Parent Teacher Conferences
3/21 - End of Trimester 2
3/24-3/28 - Spring Break
3/31 - Eid

April 2025						
Su	M	T	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			

4/1 - School Resumes
4/18 - Good Friday

May 2025						
Su	M	T	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




5/26 - Memorial Day

June 2025						
Su	M	T	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					

6/17 - Last Day of School
6/17 - End of Trimester 3

Board Approved:
5/17/2024 11:48 AM

Last Update:
5/17/2024 11:48 AM

 Students Report Half Day / Staff Report All Day
 Students Do Not Report / Staff Report All Day
 Students / Staff Do Not Report

180 School Days
7:55 AM-2:55 PM School Hours
7:55 AM-11:15 AM (half)
1,148.83 Instructional Hours

Detroit Premier Academy - 2024-25

July	4 - Fourth of July (<i>Students Off / Staff Off</i>)
August	6-8 - New Teacher Summit (<i>Informational</i>) 12-16 - Staff PD (<i>Students Off / Staff Report All Day</i>) 19-23 - Staff PD (<i>Students Off / Staff Report All Day</i>) 26 - First Day of School (<i>First Day of School</i>) 30 - Labor Day Break (<i>Students Off / Staff Off</i>)
September	2 - Labor Day (<i>Students Off / Staff Off</i>) 3 - School Resumes (<i>School Resumes</i>)
October	2 - Count Day (<i>Count Period</i>) 21 - Regional PD (<i>Students Off / Staff Report All Day</i>)
November	5 - Staff PD/Data Dive (<i>Students Off / Staff Report All Day</i>) 20 - Parent Teacher Conferences (<i>Student Half Day / Staff Report All Day</i>) 26 - End of Trimester 1 (<i>Informational</i>) 27-29 - Thanksgiving Break (<i>Students Off / Staff Off</i>)
December	2 - School Resumes (<i>School Resumes</i>) 23-31 - Winter Break (<i>Students Off / Staff Off</i>)
January	6 - School Resumes (<i>School Resumes</i>) 20 - Martin Luther King, Jr. Day (<i>Students Off / Staff Off</i>)
February	7 - Regional PD (<i>Students Off / Staff Report All Day</i>) 12 - Count Day (<i>Count Period</i>) 17-21 - Mid Winter Break (<i>Students Off / Staff Off</i>) 24 - School Resumes (<i>School Resumes</i>)
March	19 - Parent Teacher Conferences (<i>Student Half Day / Staff Report All Day</i>) 21 - End of Trimester 2 (<i>Informational</i>) 24-28 - Spring Break (<i>Students Off / Staff Off</i>) 31 - Eid (<i>Students Off / Staff Off</i>)
April	1 - School Resumes (<i>School Resumes</i>) 18 - Good Friday (<i>Students Off / Staff Off</i>)
May	26 - Memorial Day (<i>Students Off / Staff Off</i>)
June	17 - Last Day of School (<i>Students & Staff Report All Day</i>) 17 - End of Trimester 3 (<i>Informational</i>)

Board Approved:	5/17/2024 11:48 AM
Last Update:	5/17/2024 11:48 AM
School Days:	180
School Hours - Full Day:	7:55 AM-2:55 PM
School Hours - Half Day:	7:55 AM-11:15 AM
Instructional Hours:	1,148.83

Detroit Premier Academy Master Schedule - Draft

Start - End	Kinder.	Grade 1	Grade 2	Grade 3A	Grade 3B	Grade 3C	3 period myNHA	Grade 4A	Grade 4B	Grade 4C	4th Period myNHA	Grade 5A	Grade 5B	Grade 5C				
7:40 AM - 7:55 AM	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast		Breakfast		Breakfast		Breakfast		Breakfast				
7:55 AM - 8:00 AM	ELA	ELA	ELA	ELA	Math (3B)	ELA (3A)	1	Read Aloud (20)	Math	Read Aloud (20)	1 HR	Read Aloud (20)	Math	Read Aloud (20)	1 HR			
8:00 AM - 8:05 AM				Read Aloud (20)		Read Aloud (20)		Read Aloud (20)		Read Aloud (20)		ELA (3A)		ELA		ELA	ELA	ELA
8:05 AM - 8:10 AM																		
8:10 AM - 8:15 AM																		
8:15 AM - 8:20 AM			Read Aloud (20)	Read Aloud (20)		Read Aloud (20)		Read Aloud (20)	ELA (3A)	ELA		ELA	ELA	ELA				
8:20 AM - 8:25 AM																		
8:25 AM - 8:30 AM																		
8:30 AM - 8:35 AM																		
8:35 AM - 8:40 AM																		
8:40 AM - 8:45 AM																		
8:45 AM - 8:50 AM	ELA	ELA	ELA	ELA	ELA (3A)	Specials	Specials	Specials	ELA	ELA								
8:50 AM - 8:55 AM																		
8:55 AM - 9:00 AM																		
9:00 AM - 9:05 AM																		
9:05 AM - 9:10 AM																		
9:10 AM - 9:15 AM																		
9:15 AM - 9:20 AM	ELA	ELA	ELA	ELA	ELA (3A)	Moral Focus	Moral Focus	Moral Focus	Specials	Specials	Specials							
9:20 AM - 9:25 AM																		
9:25 AM - 9:30 AM																		
9:30 AM - 9:35 AM																		
9:35 AM - 9:40 AM																		
9:40 AM - 9:45 AM																		
9:45 AM - 9:50 AM																		
9:50 AM - 9:55 AM																		
9:55 AM - 10:00 AM																		
10:00 AM - 10:05 AM												Intervention	Science/SS 3B	Intervention 3A	ELA	Math	ELA	Moral Focus 3A
10:05 AM - 10:10 AM																		
10:10 AM - 10:15 AM																		
10:15 AM - 10:20 AM																		
10:20 AM - 10:25 AM																		
10:25 AM - 10:30 AM																		
10:30 AM - 10:35 AM																		
10:35 AM - 10:40 AM																		
10:40 AM - 10:45 AM																		
10:45 AM - 10:50 AM																		
10:50 AM - 10:55 AM	Math	Math	Math	Math (3A)	ELA (3B)	Read Aloud (20)	Intervention	Science/SS	Intervention	Intervention	Intervention	ELA	Science/SS	Intervention				
11:00 AM - 11:05 AM																		
11:05 AM - 11:10 AM																		
11:10 AM - 11:15 AM																		
11:15 AM - 11:20 AM																		
11:20 AM - 11:25 AM																		
11:25 AM - 11:30 AM																		
11:30 AM - 11:35 AM																		
11:35 AM - 11:40 AM																		
11:40 AM - 11:45 AM																		
11:45 AM - 11:50 AM	Math	Math	Math	Math (3A)	ELA 3B	Math	Math	Math	Math	Math	Math	Math	Math	Math				
11:50 AM - 11:55 AM																		
11:55 AM - 12:00 PM																		
12:00 PM - 12:05 PM																		
12:05 PM - 12:10 PM																		
12:10 PM - 12:15 PM																		
12:15 PM - 12:20 PM																		
12:20 PM - 12:25 PM																		
12:25 PM - 12:30 PM																		
12:30 PM - 12:35 PM																		
12:35 PM - 12:40 PM	Math	Math	Math	Math (3A)	ELA 3B	Math	Math	Math	Math	Math	Math	Math	Math	Math				
12:40 PM - 12:45 PM																		
12:45 PM - 12:50 PM																		
12:50 PM - 12:55 PM																		
12:55 PM - 1:00 PM																		
1:00 PM - 1:05 PM																		
1:05 AM - 1:10 PM																		
1:10 PM - 1:15 PM																		
1:15 PM - 1:20 PM																		
1:20 PM - 1:25 PM																		
1:25 PM - 1:30 PM	Science/SS	Science/SS	Science/SS	Science/SS (3A)	Intervention	Science/SS	Science/SS	Science/SS	Science/SS	Science/SS	Science/SS	Science/SS	Science/SS	Science/SS				
1:30 PM - 1:35 PM																		
1:35 PM - 1:40 PM																		
1:40 PM - 1:45 PM																		
1:45 PM - 1:50 PM																		
1:50 PM - 1:55 PM																		
1:55 PM - 2:00 PM																		
2:00 PM - 2:05 PM																		
2:05 PM - 2:10 PM																		
2:10 PM - 2:15 PM																		
2:15 PM - 2:20 PM	Specials	Science/SS	Science/SS	Science/SS (3A)	Intervention	Science/SS	Science/SS	Science/SS	Science/SS	Science/SS	Science/SS	Science/SS	Science/SS	Science/SS				
2:20 PM - 2:25 PM																		
2:25 PM - 2:30 PM																		
2:30 PM - 2:35 PM																		
2:35 PM - 2:40 PM																		
2:40 PM - 2:45 PM																		
2:45 PM - 2:50 PM																		
2:50 PM - 2:55 PM																		
2:55 PM - 3:00 PM																		
3:00 PM - 3:05 PM																		
3:05 PM - 3:10 PM	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal	Dismissal			
3:10 PM - 3:15 PM																		
3:15 PM - 3:20 PM																		
3:20 PM - 3:25 PM																		
3:25 PM - 3:30 PM																		
3:30 PM - 3:35 PM																		
3:35 PM - 3:40 PM																		
3:40 PM - 3:45 PM																		
3:45 PM - 3:50 PM																		
3:50 PM - 3:55 PM																		

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

Schedule 7-7
Age or Grade Range of Pupils

The Academy may enroll age-appropriate students in Kindergarten through Eighth Grade.

SCHEDULE 7-8

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

Schedule 7-8
Description of Physical Plant

Detroit Premier is a two story school building. The building was originally a Catholic Private School built in the mid 1900's that was renovated by NHA, which included a 1 story addition. The school's power plant is composed of a combination of boilers and Roof Top Units. The school's façade is composed of brick and limestone castings. The school has a large parking lot, gymnasium, and playground. The roof is a built up membrane flat roof system. The school has classroom space to serve grades K-8 along with a Reception Office Conference Space, Music Room, Art Room, and Special Resources rooms.

LEASE AGREEMENT

This Lease (hereinafter called the "Agreement"), entered into as of the 3rd day of August, 2004, by and between **ADAM J. MAIDA, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT**, whose address is 1234 Washington Boulevard, Detroit, Michigan 48226, (herein called "Lessor") and **NATIONAL HERITAGE ACADEMIES, INC.**, whose address is 3850 Broadmoor, SE, Suite 201, Grand Rapids, Michigan 49512 (herein called "Lessee"):

WITNESSETH:

THE LEASED PREMISES:

The Lessor hereby does let and lease to Lessee the property known as the St. Christopher Parish school building located at 7781 Asbury Park, Detroit, Michigan 48228, including the gymnasium, north parking lot and access as depicted on attached Exhibits A-1 and A-2, and joint possession of the boiler room (herein called the "leased premises"). The leased premises shall also include exclusive possession of Lessee's Building Addition (defined below) if and at such time as it is constructed.

NOTE: access to the five-car garage shall not be blocked at any time

OCCUPANCY:

The Lessee is to have full and exclusive occupancy of the leased premises during the term of this Agreement, subject to Lessor's right to use portions of the leased premises as specifically provided herein.

The Lessor shall have the non-exclusive right to use (a) the first floor of the existing school building, and, if needed, the second floor classrooms of the existing school building, Monday through Friday from 7:00 p.m. until 10:00 p.m. for conducting religious education classes; and (b) the first floor classrooms, gymnasium and north parking lot commencing at 4:00 p.m. on the third Friday of September through the following Sunday evening of each lease year.

The Lessor shall have the right to reserve the non-exclusive use of the following portions of the leased premises at times other than between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday: (i) the gymnasium at any time upon fourteen (14) days written notice to the Lessee; and (ii) any portion of the leased premises for certain occasions, i.e. funerals (by providing a minimum of 48 hours written notice to the principal's office) or any other parish event (by providing a minimum of 30 days written notice to the principal's office).

The pastor of St. Christopher Parish shall be provided keys for the leased premises by the Lessee and shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting same, however, the pastor shall not unreasonably disrupt the Lessee's programs at the leased premises.

UTILITIES / MAINTENANCE:

Lessee shall pay all charges for gas, water, sewer, electricity and heating service for leased premises if separately metered or, if such utilities for the leased premises are combined or included with Lessor's adjacent improvements, then Lessee shall pay its share of utilities as follows:

<u>Utility</u>	<u>Account #</u>	<u>Location</u>	<u>% Lessee is to Pay</u>
DTE Energy (gas)	4655-124-0001-6	School	100
	4655-124-0002-4	School-boiler room	100
	4655-124-0002-4	School-water heater	100
	4655-124-0004-0	Gym	100
DTE Energy (elec)	2885-616-0001-7	Parish Campus	90%
Water	10-1083.300	Parish Campus	90%

If the leased premises are not separately metered, Lessee shall, at its sole cost and expense, where permissible under the utility service provider's guidelines, cause all utilities to be separately metered within sixty (60) days of the date hereof. Until the utilities are separated, Lessee shall pay its share of the monthly utility costs ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from the Lessor of the same. In the event Lessee fails to reimburse Lessor within fifteen (15) days after receipt of Lessor's demand for reimbursement for any Reimbursable Expenses by Lessor ("Delinquency Date"), Lessee shall be required to pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until Lessor receives such reimbursement, in addition to the amount of such Reimbursable Expense, a late fee in the amount of ten percent (10%) of the outstanding amount of the Reimbursable Expense.

Lessee shall be responsible for maintenance of the leased premises, including custodial services, supplies, trash removal, a dumpster and disposal.

Lessee shall be responsible for contracting for maintenance of the lawn and landscaping of the leased premises.

Lessee shall be responsible for snow and ice removal from the pavement, driveways, walkways and parking lots of the leased premises.

TERM:

The term of the Agreement begins July 1, 2004, and ends June 30, 2014, subject to renewals as provided herein.

USE:

The leased premises are to be used and occupied as a public school academy (grades K through 8) as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended). Lessee may use the leased premises for uses ancillary to school operations upon the prior written consent of Lessor for each such use, which consent shall not be unreasonably withheld.

Provided, in case any rent shall be due and unpaid or default be made in any of the covenants herein contained, then it shall be lawful for the Lessor to re-enter into, repossess the leased premises, and the Lessee and each and every occupant to remove and put out.

1. **Lessee's Obligations**

The Lessee hereby hires the leased premises for the term aforesaid, and covenants:

a. **Rent – See attached Exhibit B**

b. To use and occupy the leased premises only for the purposes for which they are let to it.

c. To comply promptly with all lawful laws, orders, regulations, and ordinances of all municipal, county, and state authorities affecting the leased premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42 U.S.C. 12101-12213 (1991), as amended.

d. To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the leased premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the leased premises.

e. **Except for the express obligations of Lessor set forth in Paragraph 2.B below ("Lessor's Obligations"), during the entire term of the Agreement, including any extension period, Lessee agrees, at its sole cost and expense, to maintain the entire leased premises and fixtures in good order, condition and repair at all times, including, but not limited to, the interior and exterior, structural and nonstructural components, and boiler. Lessee shall keep the leased premises in a clean, sanitary and safe condition at all times. Lessee hereby acknowledges and agrees that except for Lessor's Obligations it is the intent of the parties that Lessor shall have no obligation whatsoever to repair or maintain the leased premises.**

Should Lessee fail to make repairs or otherwise comply with its obligations under this Paragraph after being given reasonable written notice and opportunity to do so, Lessor shall have the right, but not the obligation, to make or contract for said repairs itself and charge the cost thereof as well as the cost to repair any damage to its property or to the interior of the lease premises resulting from said delay ("Repair Charges") to Lessee. In the event Lessee fails to pay Lessor within thirty (30) days after receipt of Lessor's demand for payment for any Repair Charges ("Delinquency Date"), Lessee shall be required to pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until Lessor receives such payment, in addition to the amount of such

Repair Charges, a late fee in the amount of ten percent (10%) of the outstanding amount of the Repair Charges.

- f. If the nature of the Lessee's business requires licensure, Lessee shall keep in effect a valid license to operate the leased premises for that purpose and provide Lessor with a current copy of the required license.

2. **Lessor's Obligations**

The Lessor covenants that:

- a. The Lessee, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the leased premises for the term aforesaid.
- b. The Lessor, after receiving notice from the Lessee, agrees to keep in good order and repair the roof and four outer walls of the leased premises except for walls which have been defaced or damaged by Lessee or anyone Lessee permits to use the leased premises. Where required by city regulation, certificates of operation on all boilers will be obtained.

3. **Insurance**

a. **Indemnification/Liability:**

The Lessee agrees to indemnify and hold harmless the Lessor from any liability for damages to any person or property in, on, or about said leased premises from any cause whatsoever. The Lessee will procure and keep in effect during the term hereof public liability and property damage insurance issued by a company acceptable to Lessor for benefit of the Lessor in an amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence, with a Two Million and 00/100 Dollar (\$2,000,000.00) annual general aggregate.

Said policy shall name the Lessee and the Lessor (The Archdiocese of Detroit, the Archbishop of Detroit, St. Christopher Parish and the pastor of St. Christopher Parish) as additional named insureds. Lessee shall deliver a Certificate of Insurance to the Lessor.

Such policy shall contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Lessor.

Upon Lessee's failure to deliver a Certificate of Insurance within fifteen (15) days after receipt of written notice from Lessor, the Lessor may, at his option, immediately cancel this Agreement upon written notice to Lessee.

b. **Fire:**

Lessor shall provide for such standard form fire insurance on the building in which the leased premises are located as Lessor shall deem advisable, which insurance is solely for the benefit of the Lessor and is not available for the benefit of the Lessee.

c. **Contents/Lessee Improvements:**

Lessee shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Lessor shall have no liability with respect to any loss which might have been covered by such insurance.

4. **Alterations**

The Lessee may make no alterations, additions, or improvements to the leased premises without the Lessor's prior written consent. All such alterations, additions and improvements shall be at the expense of the Lessee and Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the leased premises, said improvements, additions and alterations shall, at Lessor's option, become the property of the Lessor and Lessor hereby agrees that the additions, improvements and alterations set forth on the attached Exhibit C shall become the property of the Lessor upon vacation of the leased premises. Lessee shall promptly remove all such alterations, additions and improvements required by Lessor to be removed and Lessee shall restore the premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the leased premises made or placed by Lessee upon the leased premises shall be the property of the Lessee, and the Lessee shall be permitted to remove the same at the end of the term of this Agreement, and/or within thirty (30) days of termination date but only if such removal causes no molestation or injury to the leased premises or the building in which the leased premises are located.

If Lessor consents to Lessee's performance of any alteration or addition to the leased premises ("Work"), Lessee shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Lessor. In addition, prior to commencement of any Work, Lessee must submit to Lessor for approval, which approval Lessor may withhold in its sole and absolute direction, **provided, however, that Lessor shall not unreasonably withhold or condition its approval of the Plans, Drawings or Contractors for the Building Addition (defined below):**

- (i) a complete set of plans and specifications ("Plans") prepared and scaled by a registered architect or engineer,
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds,

in such amounts and with such carriers or sureties as Lessor may require in its sole and absolute discretion.

Lessor's approval of the Plans and Drawings for Lessee's alterations shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the leased premises because of any labor or material furnished to Lessee in connection with any alterations or improvements by Lessee, and nothing in this Lease shall be construed to constitute a consent by Lessor to the creation of any lien. If any lien is filed against the leased premises as a result of a claim against Lessee for labor or material furnished to Lessee, Lessee shall cause the lien to be discharged of record within fifteen days after filing. If Lessee fails to cause the lien to be discharged within such time, Lessor may, without the obligation to do so, payoff the lien and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Lessee shall indemnify Lessor from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

In the event Lessee fails to reimburse Lessor within thirty (30) days after receipt of Lessor's demand for reimbursement for any Lien Expense incurred by Lessor with respect to any lien ("Delinquency Date"), Lessee shall be required to pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until Lessor receives such reimbursement, in addition to the amount of such Lien Expense, a late fee in the amount of ten percent (10%) of the outstanding amount of the Reimbursable Expense.

Subject to all of the requirements, terms and conditions of this Paragraph 4, Lessee may (i) make such alterations, additions and improvements as are determined by the State Bureau of Construction Codes & Fire Safety to be required in order to bring the leased premises into compliance with applicable codes, regulations and ordinances, the costs and expenses of which shall be subject to reimbursement as provided on attached Exhibit B; provided, however in no event shall Lessee be entitled to a reimbursement for any alterations, additions or improvements required to be made solely because of Lessee's use of the leased premises, and (ii) provided Lessee is not in default under this Agreement, construct a one story modified post-frame, vinyl sided addition with roof top forced air HVAC units within the area approximately depicted on attached Exhibit A-1 (the "Building Addition").

5. Eminent Domain

In the event of a taking of the leased premises during the term of this Agreement by a proceeding in eminent domain which results in the eviction of the Lessee, this Agreement shall terminate upon the date of such eviction. All awards shall be the sole property of Lessor, except for Lessee's award for the Building Addition and relocation expenses or loss of business, if any.

6. **Taxes**

Any real property taxes assessed against the leased premises or any property of which they are a part, at any time, shall be paid by the Lessee where such taxes have resulted because of rental of the leased premises by Lessee.

Payment of all such taxes, assessments and charges shall be made on or before the last day when payment may be made without interest or penalty. Lessee may, when permitted by appropriate governmental authority, pay any tax, assessment or charge over a period of time.

Lessee agrees to exhibit to Lessor on demand any time following such date for payment of taxes, assessments or charges, receipts evidencing payments of all such taxes, assessments or charges so payable.

7. **Assignment and Subletting**

Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Agreement or any interest herein, or sublet the leased premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor; notwithstanding the foregoing, Lessor's consent shall not be required if Lessee assigns or sublets to a parent or affiliate of Lessee, or to the charter school board or other entity related to the operation of the school. The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the leased premises nor shall the collection of rent by Lessor from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Agreement on Lessee's part to be performed. If Lessee is a corporation or a partnership, the sale or transfer of fifty percent (50%) or more of such corporation's voting shares or of such partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Agreement.

8. **Default**

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

- a. Failure to make any payment within seven (7) days after receipt of written notice from Lessor ("Payment Notice"); provided, however, if Lessee fails to make any other payment within seven (7) days of when due within one year of Lessor providing a Payment Notice, Lessee shall be in default of this Agreement without notice of such failure to pay; or

- b. Failure to perform any non-monetary covenant, agreement or obligation of Lessee under this Agreement within fifteen (15) days after receipt of written notice from Lessor of such failure.

9. **Remedies**

Upon the occurrence of any of the events of default described in paragraph eight (8) and expiration of applicable notice and cure period, in addition to any other remedies which may be available to him, Lessor may, at his option, after providing to Lessee any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Agreement; or
- b. Whether or not this Agreement is terminated, take possession of the leased premises.

10. **Controlling Law; No Other Agreement or Representatives**

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

11. **Non-Waiver; Modifications**

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

12. **Notices**

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

To the Lessor at:

**Pastor, St. Christopher Parish
7800 Woodmont Avenue
Detroit, Michigan 48228**

and

**Adam J. Maida, Roman Catholic Archbishop
Archdiocese of Detroit
1234 Washington Boulevard
Detroit, MI 48226**

To the Lessee at:

**Attention: Greg Lambert, CFO
National Heritage Academies
3850 Broadmoor, SE
Suite 201
Grand Rapids, Michigan 48512**

and

**Attention: Jason Pater
National Heritage Academies
3850 Broadmoor, SE
Suite 201
Grand Rapids, Michigan 48512**

13. Surrender

The Lessee shall return said leased premises peaceably and promptly to the Lessor at the end of the term of this Agreement, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear.

14. Right to Terminate

- a. If the leased premises become wholly untenable through damage or destruction, this Agreement shall be void; if partially untenable, Lessor and Lessee shall each have the option of canceling this Agreement at anytime within thirty (30) days after such casualty. If neither party cancels this Agreement, the Lessor shall repair the leased premises with all convenient speed. The obligation of the Lessee to pay the monthly rental and maintain the leased premises shall be abated during the time the leased premises are untenable and shall be partially abated during the time the leased premises are partially untenable.
- b. In case the leased premises and/or the entrance(s), passageways, hallways and/or lavatories shall be sufficiently damaged so as to unreasonably impede Lessee's use of the leased premises for a period likely to exceed sixty (60) days, Lessee may, at its option, terminate this Agreement forthwith by written notice to the Lessor, in which event any unabsorbed advance rental forthwith upon Lessee's surrendering the leased

premises shall be repaid to Lessee.

15. **Successors and Assigns**

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

16. **No Representations**

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

17. **Security Deposit**

(DOES NOT APPLY)

18. **Hold Over**

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

19. **Options to Renew**

Provided Lessee is not then in material default of any of the provisions of this Agreement, Lessee shall have two (2) successive options to extend the term of this Agreement for an additional five (5) year period from and after the expiration of the original term or first extension thereof, as is applicable Lessee shall exercise each option by giving Lessor written notice of the intention to extend, no later than six months prior to the expiration of the original term (June 30, 2014) or the then current option term.

Within sixty (60) days following Lessee's notice to Lessor of the exercise of such right to extend the term, Lessor shall notify Lessee of Lessor's determination of the rental to be charged by Lessor during such option term with respect to the leased premises. If Lessee finds such rental to be unacceptable, Lessee shall have thirty (30) days following receipt of Lessor's determination in which to withdraw its election of option to extend by written notice to such effect to Lessor.

In the event that Lessee does not withdraw its election of option to extend, as herein provided, the term of the Agreement shall be extended and the rental shall be that specified by the Lessor.

20. **Headings**

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

21. **Hazardous Materials**

- a. Lessee shall be fully responsible, at its own expense, for compliance with all laws and/or regulations governing the handling of Hazardous Materials or other substances used or stored on the Premises in connection with Lessee's business conducted therein. All hazardous or potentially Hazardous Materials shall be stored in proper containers and shall be further protected against spills by secondary containment facilities. Lessee shall not spill, introduce, discharge or bury any Hazardous Materials, substance or contaminant of any kind in, on, or under the Premises or any portion thereof or any adjacent premises or into the ambient air. Lessee shall not permit the discharge of any Hazardous Materials into the sanitary or storm sewer or water system serving the Premises or any adjacent premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. Lessee shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. Lessee shall undertake, at its expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting Lessee's other indemnity or insurance obligations under this Agreement, Lessee shall indemnify and hold harmless Lessor from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the Premises or any adjacent premises pertaining to Hazardous Materials which results from the acts or omissions of Lessee, its agents, employees or invitees, during the term hereof. The obligations of Lessee under this section shall survive the termination of this Agreement.
- b. "Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, Hazardous Materials, regulated substances, hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental Response Act, and the regulations adopted and publications promulgated pursuant thereto, all as amended.

22. **Signs**

Lessee has permission to erect an exterior sign on the property of the leased premises advertising the Lessee's intended use. The size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable City of Detroit ordinances and must be approved by the pastor of St. Christopher Parish. Lessee hereby acknowledges and agrees to maintain, at Lessee's sole cost and expense, any sign erected by Lessee pursuant to this paragraph in good repair and working order at all times. In addition, Lessee hereby agrees to indemnify, defend and hold Lessor harmless (using counsel of Lessor's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Lessee on the leased premises or the maintenance thereof.

At the expiration or termination of this Agreement, the Lessee shall promptly remove the sign and shall restore the leased premises and/or surrounding land to substantially their condition prior to installation of the sign and repair any damage resulting from that removal. If the sign is not so removed within 20 days after the termination or expiration of this Agreement, then the sign shall, at Lessor's option, be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee and without any obligation to account for such sign. All costs and expenses incurred by Lessor in connection with repairing or restoring the leased premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Lessee and shall be immediately due from and payable by Lessee.

23. **Additional Provisions**

Right of First Refusal. If Lessee is not in default under this terms of this Agreement and has constructed the Building Addition pursuant to subsection 4, above, this section shall apply; otherwise this section will be null and void and not operative.

If at any time during the term of this Agreement Lessor receives from any third party a bona fide offer to purchase the leased premises at a price and on terms acceptable to Lessor, Lessor shall give written notice of the offer to Lessee; provided, however, in no event shall Lessor be obligated to notify Lessee of such offer if Lessee is not in possession of the leased premises. Within fifteen (15) days after Lessor gives Lessee written notice of the third-party offer, Lessee shall have the right to purchase the school building on the leased premises at the same price and on the same terms and conditions as set forth in the third-party offer. To exercise its right, Lessee must, within the same fifteen (15) day period, deposit in escrow with a title company acceptable to Lessor, in its sole and absolute discretion, all moneys and instruments required by the terms of the offer to be paid or delivered to Lessor at closing, including, but not limited to, the purchase price, and shall also give Lessor written notice of the same. In the event Lessee fails to exercise the right to purchase in accordance with the provisions of this Paragraph, Lessor may sell the leased premises to the third party making the offer on the same terms and conditions set forth in that offer. If for any

reason the leased premises are not sold to the third party making the offer, Lessor shall give Lessee the same right to purchase the leased premises on receiving any subsequent offer from any third party that is acceptable to Lessor.

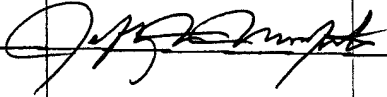
Lessee hereby acknowledges that the leased premises is not a single tax parcel and is part of another tax parcel entirely owned by Lessor, including, but not limited to, the St. Christopher Church, as more particularly depicted on Exhibit D ("Lessor's Property"). Lessee hereby agrees that the right of first refusal set forth in the Paragraph above shall be limited to an offer to purchase the leased premises only and shall not include an offer to purchase any other building on Lessor's Property or an offer to purchase all of Lessor's Property, including the leased premises. If Lessor shall receive a bona fide offer from a third party for any other building on Lessor's Property or for all of Lessor's Property including the leased premises, the right of first refusal shall not be effective and Lessor shall have the right to sell Lessor's Property, including the St. Christopher School Building, without notifying Lessee of the same; provided, however, in the event Lessor sells the leased premises to any third party such sale shall be subject to the terms and conditions of this Agreement.

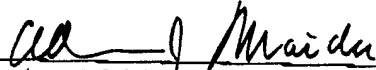
If Lessee exercises its right of first refusal for the leased premises, Lessee, at its sole cost and expense, shall be responsible to apply for and obtain a tax parcel split from the City of Detroit within sixty (60) days after Lessee sends notice to Lessor of its intent to exercise the right of first refusal. The property line for the property split must be approved by Lessor, in its sole and absolute discretion and may not include all of the leased premises, in writing prior to Lessee submitting the application to the City of Detroit. Lessor agrees to do and perform every act which may be reasonably required by the City of Detroit to effect and document the property split. In the event that Lessee is unable to obtain a property split of Lessor's Property for any reason within such 60 day period, Lessor may, in its sole discretion, terminate the offer to purchase by providing Lessee with written notice of Lessor's election to terminate and return all moneys and instruments deposited with the title company to Lessee, thereafter, neither party shall have any further obligation to the other.

In witness whereof, the parties hereto have executed this Agreement the day and year first written above.

IN THE PRESENCE OF:

LESSOR:

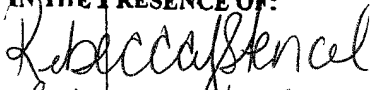




Adam J. Maida, Roman Catholic Archbishop
of the Archdiocese of Detroit

IN THE PRESENCE OF:

LESSEE:

NATIONAL HERITAGE ACADEMIES, INC.


Rebecca J. Stencel


By: Peter G. Ruppert
Its: President

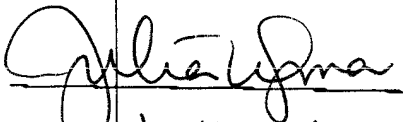

Julia Wyma

Exhibit A-1

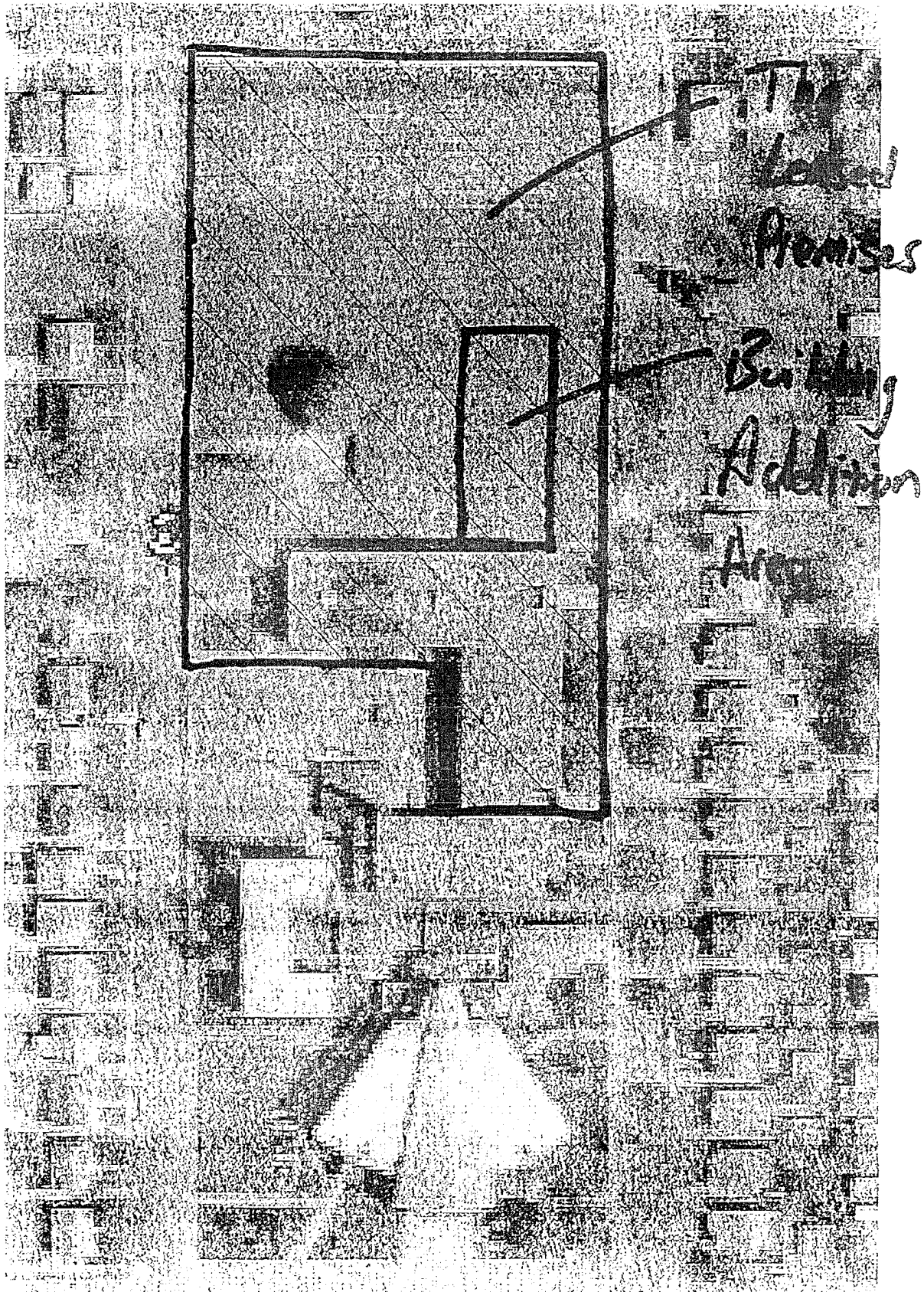


Exhibit A-2

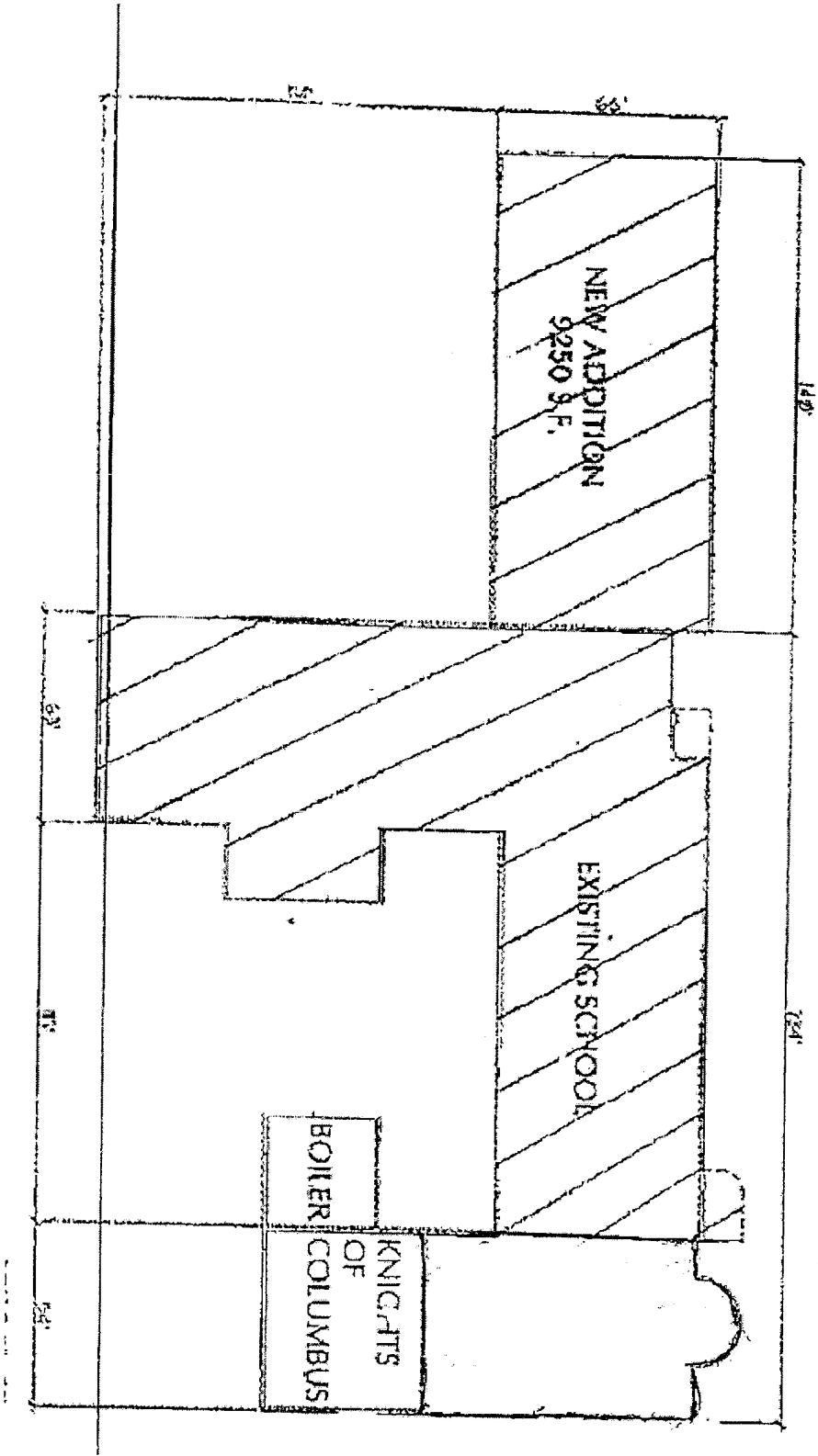


Exhibit B**Rent**

Lessee shall pay rent to Lessor during the term of the Agreement as follows:

1. Existing Building.

a. First and Second Years. A monthly payment equal to 1/12 of ten percent (10%) of the yearly per pupil enrollment grant amount multiplied by the number of students enrolled, based on the State Board of Education counts. In no event shall the monthly rental payment be less than Twenty-three Thousand Three Hundred Fifty and 00/100 Dollars (\$23,350.00) or an amount based on an enrollment of not less than 400 students at 1/12th of 10% the current state grant amount whichever is greater.

Notwithstanding the foregoing, each monthly payment due during the first and second years shall be reduced by an amount that equals 1/12 of 50% of the cost of such improvements that Lessee has made to the existing building in accordance with the terms of this Agreement, provided that such improvements are necessary to comply with applicable codes, ordinances and regulations as determined by the State Bureau of Construction Codes & Fire Safety (improvement credit). The maximum total rental credit for the first two years of this Agreement shall not exceed either (i) \$150,000 in the aggregate or (ii) \$6,250.00 per month.

b. Third and Subsequent Years. A monthly payment equal to 1/12 of ten percent (10%) of the yearly per pupil enrollment grant amount multiplied by the number of students enrolled, based on the State Board of Education counts. In no event shall the monthly rental payment be less than Twenty-seven Thousand and 00/100 Dollars (\$27,000.00) or an amount based on an enrollment of not less than 450 students at 1/12th of 10% the current state grant amount whichever is greater.

If the Building Addition is constructed, a monthly payment equal to 1/12 of (i) ten percent (10%) of the yearly per pupil enrollment grant amount multiplied by the number of students enrolled, up to 450 students, based on the State Board of Education counts; plus (ii) two percent (2%) of the yearly per pupil enrollment grant amount multiplied by the number of students enrolled in excess of 450 students, based on the State Board of Education counts. In no event shall the monthly rental payment be less than Thirty Thousand and 00/100 Dollars (\$30,000.00) or an amount based on an enrollment of not less than 500 students at the current state grant amount.

Notwithstanding the foregoing, each monthly payment due during the third and fourth years shall be reduced by an amount that equals 1/12 of 50% of the cost of such improvements that Lessee has made to the existing building in accordance with the terms of this Agreement, provided that such improvements are necessary to comply with applicable codes, ordinances and regulations as determined by the State Bureau of Construction Codes & Fire Safety (improvement credit). The

maximum total rental credit for the first four years of this Agreement shall not exceed either (i) **\$150,000** in the aggregate or (ii) **\$6,250.00** per month.

Anything in this Agreement to the contrary notwithstanding, (i) the amount of any Improvement Credit shall be calculated based upon the actual amount paid by Lessee for such work as evidenced by information as may be required by the Lessor, in its sole and absolute discretion, including, but not limited to, applications for payment, sworn statements, waivers of lien, and/or invoices from contractors, subcontractors and materialman; and (ii) Lessee shall not be entitled to an Improvement Credit for **fire protection, fire rating at stairwells, mechanical, electrical and plumbing work** unless the work for such credit was the result of a competitive bid process utilizing three qualified sub-contractors for all **fire protection, fire rating at stairwells, mechanical, electrical and plumbing** trades over **\$25,000.00**.

3. All checks shall be payable to "St. Christopher Parish," and shall be mailed to:
Attention: Pastor
St. Christopher Parish
7800 Woodmont Avenue
Detroit, Michigan 48228

#105175 v4

Exhibit C

Additions, Improvements and Alterations to become property of Lessor upon Lease Termination

1. The Building Addition

Exhibit D
Lessor's Property

<i>Property Address: 16400 TIREMAN</i>	<i>Ward/Item: 22/001147-59</i>	<i>Tax Name: CATHOLIC ARCHDIOCESE</i>
<i>Tax Address: 1234 WASHINGTON BLVD City/State/Zipcode: DETROIT MI 48226-1808</i>	<i>Tax Info. Last Updated On: 05/19/2002</i>	<i>DIMEN ID: 281.68 IRREG Land Value Map Number: 265</i>

#105175 v7

SUB-LEASE

THIS SUB-LEASE AGREEMENT ("Sub-Lease") is made this day of May 26, 2005, to be effective July 1, 2005, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation having an office at 3850 Broadmoor, SE, Suite 2001, Grand Rapids, Michigan 49512 ("**NHA**"), and DETROIT PREMIER ACADEMY, a Michigan public school academy as defined in Act 362 of the Public Acts of 1993 of the State of Michigan, as amended, having an office at 7781 Asbury Park, Detroit, Michigan 48228 ("**Academy**").

RECITALS

A. NHA, as lessee, executed a real estate lease with Adam J. Maida, Roman Catholic Archbishop of the Archdiocese of Detroit ("**Archdiocese**") dated August 3, 2004 (the "**Lease**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein. By the terms of the Lease, NHA leased from the Archdiocese the property, building and improvements described in the Lease commencing July 1, 2004.

B. NHA has obtained from the State of Michigan a permanent Certificate of Occupancy certifying that the building described in the Lease is approved for public school use, a copy of which is attached hereto as **Exhibit B**.

C. NHA desires to sub-lease to Academy, and Academy desires to sub-lease from NHA, all of the property and improvements described in the Lease, including all improvements made by NHA (collectively the "**Premises**").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Sub-Lease.** NHA hereby sub-leases to Academy and Academy hereby sub-leases from NHA, the Premises in their "AS IS" condition on and subject to the terms and conditions of this Sub-Lease.

2. **Term.** The term of this Sub-Lease shall be from July 1, 2005 through June 30, 2006, subject to earlier termination as herein provided.

2.1 **Termination of Lease.** Notwithstanding anything to the contrary contained in this Sub-Lease, if the Lease is terminated for any reason, this Sub-Lease shall terminate concurrently with the Lease. Except as otherwise specifically stated in this Sub-Lease, Academy shall have no right during the Term to terminate this Sub-Lease.

3. **Rent.**

3.1. Academy shall pay to NHA rent in monthly installments of \$40,000.00 payable in advance on the first day of each month during the Term of this Sub-Lease commencing July 1, 2005, together with all utilities, maintenance expenses and taxes, if any,

and all other expenses or costs incurred by the Academy or by NHA on behalf of the Academy related to the Academy's use or occupation of the Premises.

3.2 Except as otherwise specifically stated in this Sub-Lease, Academy shall have no right to any abatement, deduction, deferment or reduction of rent under this Sub-Lease.

4. Use of Premises. The Premises are to be used by Academy as a public school academy (grades K through 8) as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended). Academy may use the Premises for uses ancillary to school operations upon the prior written consent of the Archdiocese as lessor under the Lease for each such use, which consent shall not be unreasonably withheld.

5. Obligations, Restrictions and Rights of Academy.

5.1 Academy agrees to perform all of the obligations, and abide by all of the covenants and restrictions, required by the Lease to be kept or performed by NHA as lessee under the terms of the Lease, except that Academy's obligation to pay rent shall be as stated in this Sub-Lease.

5.2 Academy shall have the same right to terminate as does NHA pursuant to Lease paragraph 14, but this right shall be available only to the extent that the Archdiocese recognizes and agrees that the extent of damage justifies the right to terminate as set forth in Lease paragraph 14 unless NHA specifically consents to the termination by Academy.

5.3 Academy shall not have the benefit of the rights granted to NHA as lessee under the Lease pursuant to (a) Lease Section 4 to make alterations and/or additions to the Premises, (b) Lease Section 7 to assign or sublet, (c) Lease Section 19 to renew the Lease term, or (d) Lease Section 23 to exercise the right of first refusal.

5.4 Academy agrees that it will not intentionally act in a manner which will cause NHA to be in breach of its Lease.

5.5 Academy agrees to surrender the Premises on the expiration or earlier termination of the Lease Term in as good a condition as the Premises were when this Sub-Lease commenced, reasonable wear and tear accepted.

6. Default.

6.1 Academy shall be in default under the terms of this Sub-Lease if any Academy breach of this Sub-lease causes NHA to be in default as lessee under the terms of the Lease.

6.2 Upon an event of default, NHA at its sole option shall have all the same rights and remedies given and possessed by the Archdiocese under the Lease, and/or NHA may enforce all of the rights and remedies available to it under this Sub-Lease, and/or such other rights and remedies available to NHA under law or in equity.

7. Miscellaneous.

7.1 Notice. All notices required or permitted under this Sub-Lease shall be in writing and shall be served personally or by United States Mail first class, postage pre-paid or certified mail addressed to the party at the address indicated on page 1 of this Sub-Lease, or to such other places as may be designated by notice given in accordance with this Section. Notice shall be deemed to have been given on the day of postmark if mailed or the date of receipt if personally delivered.

7.2 Fees and Costs. If either party commences an action against the other party as a result of a breach or alleged breach of this Sub-Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

7.3 Controlling Law. This Sub-Lease shall be governed by and construed according to the laws of the State of Michigan.

7.4 Assignment and Sub-Leasing. Academy shall not without the prior written consent of NHA assign this Sub-Lease or any interest in the Sub-Lease, further sub-let the Premises or any part of the Premises, or permit the occupancy of the Premises by anyone other than Academy, NHA or NHA's subsidiaries.

7.5 Indemnity. Each party to this Sub-Lease hereby agrees to indemnify and hold the other party harmless from and against any and all claims, actions, damages, expenses, attorney fees, losses or awards (collectively the "Claims"), to the extent that such Claims are caused by (i) the negligence of the other party, (ii) any legally culpable action taken or not taken by the other party, or (iii) any non-compliance or breach by the other party of any of the terms, conditions, warranties, representations or undertakings contained in or made pursuant to this Sub-Lease. As used in this paragraph, the term "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. The obligation to indemnify shall survive for two (2) years after termination or expiration of this Sub-Lease.

NHA and Academy have executed this Sub-Lease as of the date stated on the first page of this Sub-Lease.

SUB-LESSOR:

National Heritage Academies, Inc.,
a Michigan corporation *h*

By: 

J.C. Huizenga
Its: President

SUB-LESSEE:

Detroit Premier Academy,
Michigan public school academy

By: 

Its: Board President

AMENDMENT TO SUB-LEASE

THIS AMENDMENT TO SUB-LEASE is entered into on May 25, 2006 to be effective July 1, 2006, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor, S.E., Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and DETROIT PREMIER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 7781 Asbury Park, Detroit, Michigan 48228 ("Tenant").

RECITALS

A. Landlord and Tenant entered into a real estate sub-lease dated May 26, 2005 (the "Lease"), whereby Tenant leased real estate and improvements located at 7781 Asbury Park, Detroit, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Sub-Lease upon the following terms and conditions.

The parties agree as follows:

1. **Term.** Paragraph 2 of the Sub-Lease is hereby amended to reflect the change in the term of the Sub-Lease which shall commence on July 1, 2006 and shall terminate on June 30, 2007. All other provisions of the Paragraph 2 shall remain in full force and effect.

2. **Rent.** Paragraph 3 of the Sub-Lease is hereby deleted in its entirety and replaced as follows:

3. **Rent.** The Tenant hereby hires said Premises for the term above stated and agrees to pay Landlord annual rental of Six Hundred Sixty-One Thousand Two Hundred Forty and No/100 Dollars (\$661,240.00), in equal monthly installments of Fifty-Five Thousand One Hundred Three and 00/100 Dollars (\$55,103.00) each in advance on the first day of each month. In the event that NHA acquires additional property or space for the benefit and/or use of Detroit Premier, then rent shall be promptly adjusted to reflect any additional economic investments made by NHA.

3. **Effect.** All of the terms and conditions of the Sub-Lease, as amended above, shall continue in full force and effect.

LANDLORD:

NATIONAL HERITAGE
ACADEMIES, INC., a Michigan
corporation

By: _____

Gregory Lambert

Its: Sr. Vice President & CFO

TENANT:

DETROIT PREMIER ACADEMY

By: _____

Its Board President

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") made the 15th day of January, 2007, by and between Adam J. Maida, Roman Catholic Archbishop of the Archdiocese of Detroit, whose address is 1234 Washington Blvd., Detroit, Michigan 48226 ("Lessor"), and National Heritage Academies, Inc., whose address is 3850 Broadmoor, SE, Suite 201, Grand Rapids, Michigan 49512 ("Lessee").

R E C I T A L S:

WHEREAS, Lessor and Lessee entered into a Lease dated August 3, 2004 (the "Lease"), with respect to a portion of the St. Christopher Parish, known as the St. Christopher Parish school building, commonly known as 7781 Asbury Park, Detroit, Michigan, including the gymnasium, north parking lot and access as depicted on Exhibits A-1 and A2 of the Lease, joint possession of the boiler room and Lessee's Building Addition (collectively, "leased premises").

WHEREAS, Lessor and Lessee desire to amend certain terms of the Lease in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Exhibit B Rent.** Exhibit B Rent attached to the Lease shall be amended by adding the following new paragraph after the fourth paragraph of section 1.b.:

Notwithstanding the foregoing, each monthly payment due commencing January 1, 2007 and ending December 31, 2011 ("Addition Rental Credit Period") shall be reduced by an amount that equals \$4,208.58 per month, not to exceed the aggregate total of \$252,515.00 ("Addition Improvement Credit") during the Addition Rental Credit Period, as a rental credit for a portion of the cost to construct Lessee's Building Addition. The amount of the Addition Improvement Credit shall be calculated based upon the actual amount paid by Lessee for such work as evidenced by information as may be required by Lessor, in its sole and absolute discretion, including, but not limited to applications for payment, sworn statements, waivers of lien, and/or invoices from contractors, subcontractors and materialman. Lessee shall not be entitled to an Addition Improvement Credit for fire protection, fire rating at stairwells, mechanical, electrical and plumbing work unless the work for such credit was the result of a competitive bid process utilizing three qualified sub-contractors for all fire protection, fire rating at stairwells, mechanical, electrical and plumbing trades over \$25,000.00.

Prepared April 26, 2006; revised November 30, 2006

*St. Christopher Parish – Detroit
School Building
National Heritage Academies, Inc
Troy_405973_3*

The Building Addition shall be constructed in accordance with the plans and specifications previously approved by Lessor.

Anything in this Agreement to the contrary notwithstanding, Lessee hereby agrees that in the event this Agreement is terminated for any reason whatsoever (whether by default, surrender or otherwise), Lessor shall have no obligation to reimburse Lessee for the costs and/or expenses of any improvements made by Lessee to the leased premises for which Lessee is receiving rent credits pursuant to the terms of the Agreement.

2. **Terms.** Capitalized terms used in this First Amendment but not defined herein shall have the meaning ascribed to them in the Lease.

3. **Ratification.** Except as specifically modified by this First Amendment, all of the terms and conditions of the Lease are hereby ratified and confirmed by Lessor and Lessee as being in full force and effect. In the event of any conflict between the terms of the Lease and this First Amendment (including all Exhibits hereto), the terms of this First Amendment shall control. Lessee further acknowledges and agrees that Lessor has performed all of its obligations under the Lease through the date hereof and there are no set-offs or defenses to any of Lessee's obligations under the Lease and Lessee otherwise has no claims against Lessor arising out of the Lease or Lessee's occupancy of the leased premises.

4. **Binding Effect.** This First Amendment shall be binding upon, and the benefits hereof shall inure to, the parties hereto and their respective successors and assigns.

5. **Miscellaneous.** To the extent of any inconsistency between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

THIS FIRST AMENDMENT has been entered into as of the date and year first set forth above.

WITNESSES:

Nancy L. McLeod

Adam J. Maida
ADAM J. MAIDA, ROMAN CATHOLIC
ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT

Cynthia A. Laird
Stephanie H. Coon

NATIONAL HERITAGE ACADEMIES, INC.

By: Greg Lambert
Its: Chief Financial Officer

Prepared April 26, 2006; revised November 30, 2006
St. Christopher Parish - Detroit
School Building
National Heritage Academies, Inc
Troy_405973_3

SECOND AMENDMENT TO SUB-LEASE

THIS AMENDMENT TO SUB-LEASE is entered into on 5/24, 2007 to be effective July 1, 2007, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor, S.E., Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and DETROIT PREMIER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 7781 Asbury Park, Detroit, Michigan 48228 ("Tenant").

RECITALS

A. Landlord and Tenant entered into a real estate sub-lease dated May 26, 2005, as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 7781 Asbury Park, Detroit, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Sub-Lease upon the following terms and conditions.

The parties agree as follows:

1. **Term.** Paragraph 2 of the Sub-Lease is hereby amended to reflect the change in the term of the Sub-Lease which shall commence on July 1, 2007 and shall terminate on June 30, 2008. All other provisions of the Paragraph 2 shall remain in full force and effect.

2. **Rent.** Paragraph 3 of the Sub-Lease is hereby deleted in its entirety and replaced as follows:

3. **Rent.** The Tenant hereby hires said Premises for the term above stated and agrees to pay Landlord annual rental of Seven Hundred Sixty-Three Thousand Three Hundred Thirty and No/100 Dollars (\$763,330.00), in equal monthly installments of Sixty-Three Thousand Six Hundred Eleven and 00/100 Dollars (\$63,611.00) each in advance on the first day of each month. In the event that NHA acquires additional property or space for the benefit and/or use of Detroit Premier, then rent shall be promptly adjusted to reflect any additional economic investments made by NHA.

3. **Effect.** All of the terms and conditions of the Sub-Lease, as amended above, shall continue in full force and effect.

LANDLORD:

NATIONAL HERITAGE
ACADEMIES, INC., a Michigan
corporation

By: _____

Gregory Lambert

Its: Sr. Vice President & CFO

TENANT:

DETROIT PREMIER ACADEMY

By: _____

Its Board President

THIRD AMENDMENT TO SUB-LEASE

THIS AMENDMENT TO SUB-LEASE is entered into on June 19, 2008 to be effective July 1, 2008, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor, S.E., Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and DETROIT PREMIER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 7781 Asbury Park, Detroit, Michigan 48228 ("Tenant").

RECITALS

A. Landlord and Tenant entered into a real estate sub-lease dated May 26, 2005, as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 7781 Asbury Park, Detroit, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Sub-Lease upon the following terms and conditions.

The parties agree as follows:

1. **Term.** Paragraph 2 of the Sub-Lease is hereby amended to reflect the change in the term of the Sub-Lease which shall commence on July 1, 2008 and shall terminate on June 30, 2009. All other provisions of the Paragraph 2 shall remain in full force and effect.

2. **Effect.** All of the terms and conditions of the Sub-Lease, as amended above, shall continue in full force and effect.

LANDLORD:

TENANT:

NATIONAL HERITAGE
ACADEMIES, INC., a Michigan
corporation

DETROIT PREMIER ACADEMY

By: 

Greg Lambert

Its: Sr. Vice President & CFO

By: 

Its Board President

FOURTH AMENDMENT TO SUB-LEASE

THIS AMENDMENT TO SUB-LEASE is entered into on May 26, 2009 to be effective July 1, 2009, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor, S.E., Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and DETROIT PREMIER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 7781 Asbury Park, Detroit, Michigan 48228 ("Tenant").

RECITALS

A. Landlord and Tenant entered into a real estate sub-lease dated May 26, 2005, as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 7781 Asbury Park, Detroit, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Sub-Lease upon the following terms and conditions.

The parties agree as follows:

1. **Term.** Paragraph 2 of the Sub-Lease is hereby amended to reflect the change in the term of the Sub-Lease which shall commence on July 1, 2009 and shall terminate on June 30, 2010. All other provisions of the Paragraph 2 shall remain in full force and effect.

2. **Rent.** Paragraph 3 of the Sub-Lease is hereby deleted in its entirety and replaced as follows:

3. **Rent.** The Tenant hereby hires said Premises for the term above stated and agrees to pay Landlord annual rental of Seven Hundred Seventy-Eight Thousand Six Hundred Seventy-Two and No/100 Dollars (\$778,672.00), in equal monthly installments of Sixty-Four Thousand Eight Hundred Eighty-Nine and 00/100 Dollars (\$64,889.00) each in advance on the first day of each month. In the event that NHA acquires additional property or space for the benefit and/or use of Detroit Premier, then rent shall be promptly adjusted to reflect any additional economic investments made by NHA.

3. **Effect.** All of the terms and conditions of the Sub-Lease, as amended above, shall continue in full force and effect.

LANDLORD:

NATIONAL HERITAGE
ACADEMIES, INC., a Michigan
corporation

By: Gregory Lambert

Gregory Lambert
Its: Sr. Vice President & CFO

TENANT:

DETROIT PREMIER ACADEMY

By: Dee A. Shepherd

Its Board President

FIFTH AMENDMENT TO SUB-LEASE

THIS AMENDMENT TO SUB-LEASE is entered into on May 27, 2010 to be effective July 1, 2010, by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor, S.E., Ste. 201, Grand Rapids, Michigan 49512 ("Landlord") and DETROIT PREMIER ACADEMY, a public school academy, chartered under the laws of the State of Michigan, having an address of 7781 Asbury Park, Detroit, Michigan 48228 ("Tenant").

RECITALS

A. Landlord and Tenant entered into a real estate sub-lease dated May 26, 2005, as amended (the "Lease"), whereby Tenant leased real estate and improvements located at 7781 Asbury Park, Detroit, Michigan (the real estate and improvements are collectively referred to as the "Premises").

B. Tenant and Landlord now desire to amend the Sub-Lease upon the following terms and conditions.

The parties agree as follows:

1. **Term.** Paragraph 2 of the Sub-Lease is hereby amended to reflect the change in the term of the Sub-Lease which shall commence on July 1, 2010 and shall terminate on June 30, 2011. All other provisions of the Paragraph 2 shall remain in full force and effect.

2. **Survival.** Except as expressly set forth above, all of the remaining terms and conditions of the Lease shall continue in full force and effect.

LANDLORD:

NATIONAL HERITAGE
ACADEMIES, INC., a Michigan
corporation

By: 

Greg Lambert
Its: Treasurer

TENANT:

DETROIT PREMIER ACADEMY

By: 

Its Board President

SIXTH AMENDMENT TO SUB-LEASE AGREEMENT

THIS SUB-LEASE AMENDMENT is effective July 1, 2011 and is entered into by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation ("**Landlord**") and DETROIT PREMIER ACADEMY, a public school academy, chartered under the laws of the State of Michigan ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into a real estate sub-lease dated May 26, 2005 (the "**Sub-Lease**"), whereby Tenant leased real estate and improvements from Landlord.

B. Tenant and Landlord now desire to amend the Sub-Lease upon the following terms and conditions.

The parties agree as follows:

1. **Term.** Paragraph 2 and 2.1 of the Sub-Lease are hereby deleted in its entirety and replaced as follows:

2. **Term.** The "**Initial Term**" of this Sub-Lease shall commence on July 1, 2011 and shall terminate effective June 30, 2012 (the "**Initial Term Expiration**"), unless sooner terminated as hereinafter set forth. Provided that (a) Tenant is not then in Default under this Sub-Lease, the Management Agreement, or the "**Charter**" (as defined in Section 13.1.E. below), and (b) this Sub-Lease, the Lease, the Management Agreement and the Charter are still in full force and effect, then, unless a Notice of Non-Renewal is sent as provided below, this Sub-Lease shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions as contained herein. The "**Term**" of this Sub-Lease shall mean the Initial Term and every renewal term entered into by Landlord and Tenant. The term "**Upcoming Expiration Date**" shall mean the Initial Term Expiration, or if the Initial Term Expiration has occurred, then the upcoming anniversary of the Initial Term Expiration. If either party, in its sole discretion, does not wish for this Sub-Lease to automatically renew, then at least one hundred eighty (180) days prior to the Upcoming Expiration Date, such party must notify the other party in writing that it does not wish the Term to be renewed (a "**Notice of Non-Renewal**"). Upon the timely delivery of a Notice of Non-Renewal, this Sub-Lease shall terminate on the Upcoming Expiration Date. The parties acknowledge that the Tenant's authorizer, as part of any reauthorization or renewal, may require that the Tenant submit an amended or restated Sub-Lease for review by its authorizer. The parties further acknowledge and agree that any changes to this Sub-Lease other than length of Term will be documented through an amendment to this Sub-Lease signed by both parties and subject to the prior review of the Tenant's authorizer. Notwithstanding anything to the contrary in this Sub-Lease, if the Lease is terminated for any reason, this Sub-Lease shall terminate concurrently with the Lease. Except as otherwise specifically stated in this Sub-Lease, the Academy shall have no right during the Term to terminate this Sub-Lease.

2. **Survival.** Except as expressly set forth above, all of the remaining terms and conditions of the Lease shall continue in full force and effect.

LANDLORD:

NATIONAL HERITAGE ACADEMIES, INC.
a Michigan corporation

By: Paul Witte
Paul Witte
Its: Sr. Director – Legal and Compliance

TENANT:

DETROIT PREMIER ACADEMY
a public school academy

By: Berree Shepherd
Its: Board President

SEVENTH AMENDMENT TO SUB-LEASE AGREEMENT

THIS SUB-LEASE AMENDMENT is effective July 1, 2019 and is entered into by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation ("**Landlord**" or "NHA") and DETROIT PREMIER ACADEMY, a school of excellence, chartered under the laws of the State of Michigan ("**Tenant**" or the "Academy").

RECITALS

A. NHA and the Academy entered into a real estate sub-lease dated May 26, 2005 (the "**Sub- Lease**"), as amended, whereby the Academy sub-leased real estate and improvements (the "Premises") from NHA.

B. The Academy and NHA now desire to amend the Sub-Lease upon the following terms and conditions.

The parties agree as follows:

1. **Term.** Paragraph 2 of the Sub-Lease, as amended, is hereby further amended to reflect the change in the term of the Sub-Lease, which shall commence on July 1, 2019 and shall terminate effective June 30, 2020. All other provisions of the Paragraph 2 shall remain the same and in full force and effect.

2. **Indemnity.** Subparagraph 7.5 of the Sub-Lease, as amended, is hereby deleted in its entirety and replaced as follows:

7.5 **Indemnity.** NHA (including NHA's trustees, directors, officers, employees, agents, representatives, or third parties using the Premises with NHA's approval) agrees to indemnify and hold harmless the Academy from and against any and all claims, actions, damages, expenses, attorney fees, losses or awards (collectively the "Claims"), to the extent that such Claims are caused by (i) the negligence of NHA, (ii) any legally culpable action taken or not taken by NHA, and (iii) any non-compliance or breach by NHA of the terms, conditions, warranties, representations or undertakings contained in or made pursuant to this Sub-Lease.

To the extent (if any) permitted by law, the Academy agrees to indemnify and hold harmless NHA from and against any and all Claims arising out of, or related to, conduct under this Lease for which the Academy Board is not immune from suit or liability. Nothing in this section is intended nor shall be construed to preclude the Academy from asserting or declining to assert a claim of governmental immunity.

C. **Survival.** Except as expressly set forth above, all of the remaining terms and conditions of the Sub-Lease shall continue in full force and effect.

LANDLORD:

NATIONAL HERITAGE ACADEMIES, INC.
a Michigan corporation

By: _____

Robert Owen
Its: Chief Financial Officer

TENANT:

DETROIT PREMIER ACADEMY
a public school academy

By: _____

Its: Board President

CERTIFICATE OF USE AND OCCUPANCY

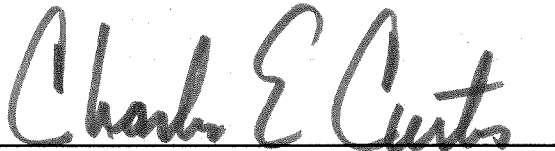
PERMANENT

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

**Building Permit No. B022939
Valor Academy (Premier Academy)
7781 Asbury Park
Detroit, Michigan
Wayne County**

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

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



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

November 1, 2006

July 24, 2024

Director of Properties
Attn: Mr. Michael McInerney
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

Re: St. Christopher Church School/Detroit Premier Academy – 7781 Asbury Park

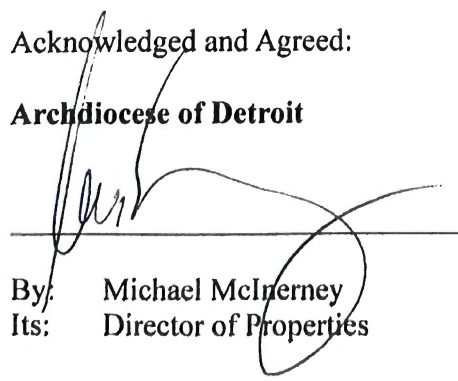
Dear Mr. McInerney:

The Archdiocese of Detroit (the “Diocese”) and National Heritage Academies, Inc. (“NHA”) are Parties to a Lease Agreement dated 8/3/04 (the “Lease”) governing NHA’s possession and use of certain real property and facilities as described therein (the “Property”). By prior notice, NHA exercised all of its extension options under the Lease with the final term expiring on June 30, 2024. The Parties are currently preparing to formalize an updated Lease documenting the terms of NHA’s continuing use and possession of the Property. While the Parties pursue an updated Lease form, the Parties desire to acknowledge NHA’s right to use and possess the Property as a holdover tenant on the terms set forth in the original Lease.

By their signatures’ below, the Parties agree to extend the Lease on its original terms for a period of one (1) year, with any holdover after the expiration of a one-year extension to be treated as an additional one-year extension unless a notice of termination has been served 120 days prior to the expiration of the then current term.

Acknowledged and Agreed:

Archdiocese of Detroit

By: 
Its: Michael McInerney
Director of Properties

Acknowledged and Agreed:

National Heritage Academies, Inc.

By: 
Its: Jeff Chamberlain
Director of Real Estate