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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

**WASHINGTON-PARKS ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
WASHINGTON-PARKS ACADEMY**

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2023**

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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 Washington-Parks Academy (the “Academy”), to be effective July 1, 2023, 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 (K-8) 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: Washington-Parks Academy
Attn: Board President
11685 Appleton
Redford, MI 48239

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, 2023, and shall remain in full force and effect for five (5) years until June 30, 2028, 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.

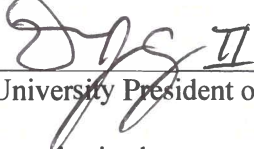
Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code, and Applicable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

WASHINGTON-PARKS 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 APRIL 28, 2023:

Reauthorization of 6a Charter Contract – Washington-Parks Academy, Redford
(5 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on July 20, 2009, initially authorized the issuance of a contract to charter Washington-Parks Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meetings on and April 29, 2006, and April 27, 2018; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2023, and ending June 30, 2028;

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

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 2nd day of May 2023.

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 APRIL 26, 2019:

Method of Selection and Appointment of Academy Board Members:

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

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

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

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

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

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

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

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

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

Name	Term
Name	Term
Name	Term
Name	Term
Name	Term

* See attached page for board member names and terms

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

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

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

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



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

Washington-Parks Academy

Current Board Members:

- Mr. Kennis Wooten. Term Expires June 30, 2020
- Mr. Stephan Londo. Term Expires June 30, 2020
- Daniel Budzinski. Term Expires June 30, 2021
- Mr. James Ryder. Term Expires June 30, 2021
- Mrs. Marcia Kreger. Term Expires June 30, 2019

Founding Board Members:

- Peter W. Giles. Term expiring June 30, 2011
- Catherine A. Govan. Term expiring June 30, 2010
- Karl J. Kiser, S.J. Term expiring June 30, 2010
- Amy J. LaBarge. Term expiring June 30, 2012
- Stephen M. Londo. Term expiring June 30, 2011
- James A. Ryder, Jr. Term expiring June 30, 2012
- Gerald L. Seizert. Term expiring June 30, 2012



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 27, 2018:

Reauthorization of 6a Charter Contract – Washington-Parks Academy, Detroit
(5 years)

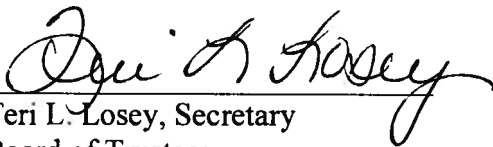
WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on July 20, 2009, initially authorized the issuance of a contract to charter Washington-Parks Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meeting on April 29, 2006; and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2018, and ending June 30, 2023;

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

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 7th day of May 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 JULY 20, 2009:

09-3-13 (13) Charter Schools Report

Washington-Parks Academy

On motion by Mrs. Wolters and second by Ms. Myers, 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
University Board of Trustees (the "Board of Trustees"), as the governing body of
a state public university, is an authorizing body empowered to issue contracts to
organize and operate public school academies; and

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Washington-Parks Academy ("Academy"),
located at 11685 Appleton, Redford, Michigan 48239, submitted under
Section 502 of the Revised School Code, meets the Board of Trustees'
requirements and the requirements of applicable law, is therefore
approved;

2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

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

and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

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

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

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

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

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

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

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

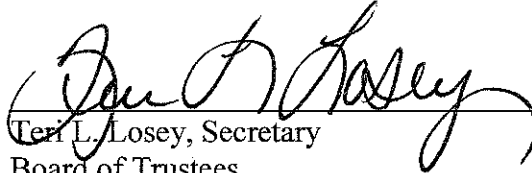
Peter W. Giles	2 year term expiring June 30, 2011
Catherine A. Govan	1 year term expiring June 30, 2010
Karl J. Kiser, S.J.	1 year term expiring June 30, 2010
Amy J. LaBarge	3 year term expiring June 30, 2012
Stephen M. Londo	2 year term expiring June 30, 2011
James A. Ryder, Jr.	3 year term expiring June 30, 2012
Gerald L. Seizert	3 year term expiring June 30, 2012

At it's organizational meeting, the Academy shall adopt a resolution establishing an open enrollment admissions policy that includes, among other things, an open enrollment period of at least 2 weeks. The Academy is permitted to commence an open enrollment period following approval of the admissions policy by the Academy's Board of Directors. The admissions policy shall be in a form and manner acceptable to the University Charter Schools Office.

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

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporation to be hereto affixed this 27th day of July, 2009.


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

SCHEDULE 2

ARTICLES OF INCORPORATION

03



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

Date Received

ADJUSTED PURSUANT TO
TELEPHONE AUTHORIZATION

(FOR BUREAU USE ONLY)

JUL 30 2019

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

TransInfo: 23768955-1 07/29/19

Chk#: 34950 Amt: \$10.00

ID: 800922038

FILED**AUG 01 2019**

Name

John C. Kava

Address

31440 Northwestern Highway, Suite 170

City

Farmington Hills

State

Michigan

ZIP Code

48334

EFFECTIVE DATE:

ADMINISTRATOR
CORPORATIONS DIVISION

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

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

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

1. The present name of the corporation is:

Washington-Parks Academy

2. The identification number assigned by the Bureau is: 800922038

3. All former names of the corporation are:

4. The date of filing the original Articles of Incorporation was: 07/29/2009

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

ARTICLE I

The name of the corporation is:

Washington-Parks Academy

ARTICLE II

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

see Attached

JP

ARTICLE III

1. The corporation is formed on a _____ basis.
(stock or nonstock)

See Attached

2. If formed on a stock basis, the aggregate number of shares that the corporation has authority to issue is _____. If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

- 3a. If formed on a nonstock basis, the corporation is to be financed under the following general plan:

See Attached

- b. The corporation is formed on a _____ basis.
(membership or directorship)

ARTICLE IV

1. The name of the resident agent is: John C. Kava
2. The address of the registered office is:
31440 Northwestern Highway, Suite 170 Farmington Hills, Michigan 48334
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above:
_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

Please see attached.

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

- a. ☐ These Restated Articles of Incorporation were duly adopted on the _____ day of _____, _____, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors under Section 611(1)(a).

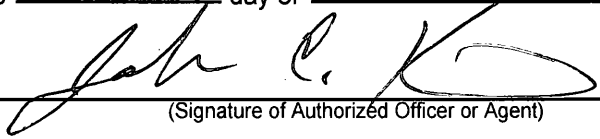
Signed this _____ day of _____, _____

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

- b. ☒ These Restated Articles of Incorporation were duly adopted on the 26th day of June, 2019, in accordance with the provisions of section 641 of the Act: (check one of the following)

- ☐ by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate the articles and include only amendments adopted under section 611(1) or section 611(2) of the Act and there is no material discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.
- ☒ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- ☐ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act.
- ☐ were duly adopted by the written consent of all the directors pursuant to section 525 of the Act as the corporation is formed on a directorship basis.
- ☐ were duly adopted by the written consent of the shareholders, members, or their proxies having not less than the minimum number of votes required by statute in accordance with section 407 of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders, members, or their proxies is permitted only if such provision appears in the Articles of Incorporation).

Signed this _____ day of July, 2019

By 
(Signature of Authorized Officer or Agent)

John C. Kava
(Type or Print Name)

Registered Agent
(Type or Print Title)

ARTICLE I CONT'D

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

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 academies.
 - e. Other funds lawfully received.
- d. The corporation is organized on a Directorship basis.

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 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 public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

SCHEDULE 3

BYLAWS

CONTRACT SCHEDULE 3

BY LAWS

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BYLAWS
OF
WASHINGTON-PARKS ACADEMY

ARTICLE I

NAME

This organization shall be called Washington-Parks Academy (The “Academy” or the “corporation”).

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

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

Section 2. Registered Office. The registered office of the Academy shall be 31440 Northwestern Highway, Suite 170, Farmington Hills, MI 48334. The registered agent is John C. Kava. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

MEETINGS

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

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

ARTICLE XI

SEAL

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

ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and

comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 26th day of June, 2019.

Marcia Keger

Board Secretary

SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Washington-Parks 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
Alyson Hayden, Director
Bureau of State and Authority Finance
Michigan Department of Treasury
Date: May 9, 2023

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2023 – June 30, 2024

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 3	Board Adopted 2023-2024 School Calendar/School Day Schedule.	CSO
July 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2023-2024.	CSO
July 3	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2023-2024.	CSO
July 3	Copy of Notice of Public Hearing for Annual Operating Budget for 2023-2024.	CSO
July 3	Budgeted Enrollment Number for 2023-2024.	CSO
July 25	98b Final Progress Report for 2022-2023	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2022-2023 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2023-2024. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2023-2024.	CSO
August 3	Board Designated Legal Counsel for 2023-2024.	CSO
August 3	School Safety Liaison for 2023-2024.	CSO
August 16	Special Education Procedures (new schools only or if updated)	CSO
August 30	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 7	GVSU Check Directions (Where do we send checks for the 2023-2024 year?).	CSO
September 7	Updated Waitlist Number for 2023-2024.	CSO
September 7	Board approved Student Handbook 2023-2024.	CSO
September 7	Board adopted Employee Handbook 2023-2024.	CSO
September 7	Copy of School Improvement Plan covering 2023-2024 academic year.	CSO
September 7	School Contacts Update Certification.	CSO
September 19	Hylant Insurance Policy Submission.	CSO
October 5	Schedule 6 Certification.	CSO
October 5	Staff Roster (GVSU Format).	CSO
October 5	Annual Nonprofit Corporation Information Update for 2023.	CSO
October 5	Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information.	CSO
October 12	Unaudited Count Day Submission.	CSO
October 12	Criminal History Record Registration- New Schools.	CSO
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2023 Enrollment and Attendance for 1 st & 2 nd Year PSAs and	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	
October 12	National Student Clearinghouse information- high schools only (see Epicenter task).	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2023. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2023, 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, 2023, 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 15	Transparency Page Update Certification.	CSO
December 15	MDE Benchmark Assessment Grant Verification.	CSO
January 12	Staff Roster (GVSU Format).	CSO
January 12	School Contacts Update Certification.	CSO
January 12	Statewide Safety Information Policy	CSO
January 30	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Annual Education Report. The deadline changes for this each year. Please be sure to check mischool.net for the updated templates, or find them in the Epicenter Task.	CSO
January 30	Schedule 6 Certification. See task for more detail.	CSO
February 8	Unaudited Winter Count Day Submission.	CSO
March 1	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).	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 2023-2024. Must include board approved offered seat schedule.	CSO
May 15	Offered Seat Schedule per Grade.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 3	Certificate of Boiler Inspection covering 2023-2024.	CSO
June 3	NWEA Counts for next academic year.	CSO
June 14	Waitlist for 2023-2024.	CSO
June 14	Board Adopted 2023-2024 School Calendar/School Day Schedule.	CSO
June 14	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2023-2024.	CSO
June 14	Copy of Notice of Public Hearing for Annual Operating Budget for 2023-2024.	CSO
June 27	2023-2024 Log of emergency drills, including date, time, and results. See Epicenter Task for template.	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2024, independent financial audit.	CSO
June 27	Food service license expiring in 2024.	CSO
June 27	Points of Pride for Annual Report.	CSO
June 27	School Description for Annual Report.	CSO
June 27	Scholarship Dollars awarded to graduating seniors (High Schools Only).	CSO
June 27	Total number of graduates (High Schools Only).	CSO

Ongoing Reporting Requirements July 1, 2023 – June 30, 2023

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments.	CSO
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2023-2024 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
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.	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, 2023 – June 30, 2024**

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

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO

REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval or revision). Harassment of Students Policy (date of approval or revision) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval or revision). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval or revision). 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 the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval or revision). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval or revision). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval or revision). Reference: MCL 29.19	CSO
Emergency Operations Plan (date of approval or revision). Reference: MCL 380.1308	CSO

Data Breach Response Plan (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO
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Calendar of Additional Reporting Requirements and Critical Dates July 1, 2023 – June 30, 2024

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
August	4094 Transportation Report from 2022-23.	CEPI (online)
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
Sept.	*Special Education Findings – Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required. Corrective Action	Catamaran
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
Feb	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran (online)
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
May	*Special Education Findings – May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review and completion of corrective actions as required.	Catamaran
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)

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

*** 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”

EDUCATIONAL SERVICES AGREEMENT

Between

THREE PILLARS ANEW d/b/a CORNERSTONE EDUCATION GROUP

And

WASHINGTON-PARKS ACADEMY

EDUCATIONAL SERVICES AGREEMENT

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EDUCATIONAL SERVICES AGREEMENT

THIS EDUCATIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into as of July 1, 2023, by and between THREE PILLARS ANEW d/b/a CORNERSTONE EDUCATION GROUP (“CORNERSTONE”), and WASHINGTON-PARKS ACADEMY, a body corporate and Michigan public school academy (the “ACADEMY”).

RECITALS

A. The ACADEMY is organized and operated under Part 6A of the Michigan Revised School Code (the “**Code**”) and pursuant to a charter contract issued by the Board of Trustees of Grand Valley State University (the “**Authoring Body**”). The ACADEMY for purposes of this Agreement is comprised of: (1) the Washington Parks Academy (Grades K-8) located at 11685 Appleton, Redford Charter Twp., Michigan 48239; (2) the Lincoln-King Academy: Adams-Young Campus Elementary School located at 13130 Grove Street, Detroit, MI 48235, and (3) the Lincoln-King Academy Middle School (Grades 6-10) located at 13436 Grove Street, Detroit, MI 48235.

B. The charter contracts between the ACADEMY and Authorizing Body, including its amendments and other agreements or documents incorporated is referred to herein as the “**Charter**.” This Agreement shall be subject to and comply with the terms and conditions of the Charter.

C. The ACADEMY is organized and administered under the direction of a board of directors (the “**Board**”) and has the power, authority, and duties established in the Code and the Charter, specifically including the authority to enter into binding legal agreements with persons or entities as necessary for the operation, management, financing, and maintenance of the ACADEMY. Upon issuance of the Charter to the Board by the Authorizing Body, the Board will be vested with all powers and authority necessary to operate a public school academy under the Code.

D. CORNERSTONE offers business, administrative, educational support, and human resource services relative to the operation, management, and maintenance of public school academies. CORNERSTONE has the expertise, training, capacity, and qualifications to perform the services contemplated under this Agreement.

E. The ACADEMY and CORNERSTONE desire to create an enduring educational alliance through which the ACADEMY and CORNERSTONE will work together to promote educational excellence and innovation, based on CORNERSTONE’S school design, comprehensive educational program and management principles.

F. In order to facilitate the operation of the ACADEMY, and to continue to implement an innovative educational program at the ACADEMY, the parties desire to establish this agreement, as defined in MCL 380.503c(2)(c), for the operation, management, and maintenance of the ACADEMY.

THEREFORE, in consideration of the mutual promises and benefits contained in this Agreement, the parties agree as follows:

ARTICLE I

DESCRIPTION OF SERVICES AND RELATIONSHIP OF PARTIES

1.1 Services. Subject to the terms and conditions of this Agreement and to the extent permitted by law, the parties agree that CORNERSTONE shall provide all labor, materials, and supervision necessary for the provision of comprehensive educational, administrative, operational, management, and instructional services to the ACADEMY (the “**Services**”). The responsibilities of CORNERSTONE under this Agreement are set forth with greater specificity in Article III.

1.2 Licensing Agreement. CORNERSTONE covenants that it shall comply with any third-party licensure, copyright, trademark or other intellectual property agreements it has entered into with a third-party, and which relates to the capacity of CORNERSTONE to provide Services pursuant to this Agreement.

1.3 Status of Parties. CORNERSTONE is a not-for-profit Michigan corporation, and is not a division or a part of the ACADEMY. The ACADEMY is a body corporate and governmental entity authorized by the Code, and is not a division or part of CORNERSTONE. Except as expressly provided in this Agreement, no agent or employee of CORNERSTONE shall be deemed to be the agent or employee of the ACADEMY. Each party shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, if any. The relationship between CORNERSTONE and the ACADEMY is based solely on the terms of this Agreement, and the terms of any other written agreements between CORNERSTONE and the ACADEMY.

1.4 No Related Parties. CORNERSTONE will not have any role or relationship with the ACADEMY that, in effect, substantially limits the ACADEMY’s ability to exercise its rights, including cancellation rights, under this Agreement. The ACADEMY’s Board shall not include any director, officer or employee of CORNERSTONE. None of the voting power of the ACADEMY’s Board will be vested in CORNERSTONE or its directors, members, managers, officers, and employees, and none of the voting power of the Board of Directors of CORNERSTONE will be vested in the ACADEMY or its directors, members, managers, officers and employees, if any. Furthermore, the ACADEMY and CORNERSTONE shall not be members of the same controlled group as defined in Section 1.150-1(1) of the Internal Revenue Code of 1986, as amended, or be related persons as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended. CORNERSTONE shall disclose in writing to the ACADEMY any interest in property being sold or leased to the ACADEMY.

1.5 Power to Obligate or Bind State of Michigan, University Board or the University. The ACADEMY has no authority 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 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, mortgage, loan or other instrument of indebtedness entered into by the ACADEMY.

1.6 Personnel Qualifications. Personnel assigned by CORNERSTONE to perform services under this Agreement for the ACADEMY shall be fully certified, licensed, approved and

otherwise qualified to perform the functions assigned pursuant to and in conformance with the provisions of the Michigan Revised School Code, and other applicable statutes or regulations, pertinent to the work performed under this Agreement. CORNERSTONE will not furnish any personnel to the ACADEMY who would be ineligible for employment by the ACADEMY if such person(s) were instead employed directly by the ACADEMY under the above statutory and regulatory provisions.

1.7 Background Checks. CORNERSTONE agrees that it shall not assign any of its employees, agents, or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b, and related provisions of the Code pertaining to unprofessional conduct, criminal background, and criminal conduct checks. In accordance with state law and the Michigan State Police regulations, the ACADEMY and/or a designated representative of CORNERSTONE shall conduct the appropriate criminal background checks in the manner required by applicable law, regulation, and policy, including as it relates to the obtaining, storage, and dissemination of Criminal History Record Information (“CHRI”) and the registering and use of the Criminal History Records Internet Subscription Service (“CHRISS”). CORNERSTONE and the ACADEMY shall use CHRI and CHRISS only as permitted by law to confirm that the individual does not have a criminal history and to evaluate the qualifications of the individual for his/her assignment.

The ACADEMY reserves the right to refuse CORNERSTONE’S assignment of any individual, agent, contractor, or employee of CORNERSTONE to render Services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the ACADEMY’s judgment, unfitness to perform Services under this Agreement. In the event that, after assigning an individual, agent, contractor, or employee to perform Services under this Agreement, CORNERSTONE discovers previously unknown criminal record history or subsequently arising criminal charges or convictions regarding that individual, CORNERSTONE shall disclose this criminal record history or development to the ACADEMY’s Board to permit the Academy’s Board to determine, in its judgment, the continuing fitness of the individual to perform Services under this Agreement.

The parties agree that the ACADEMY shall be responsible for the costs associated with the criminal history checks and criminal records checks required pursuant to the terms of this Agreement and the applicable laws.

1.8 Compliance with Section 503c. On an annual basis, CORNERSTONE 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.

1.9 Independent Contractors. In the performance of services under this Agreement, CORNERSTONE (its employees, agents, and contractors) shall be regarded at all times as performing services as independent contractors of the ACADEMY. Consistent with that status,

CORNERSTONE reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement and the ACADEMY shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by CORNERSTONE in providing Services under this Agreement.

1.10 Cornerstone Authorized Access to Information. Notwithstanding the foregoing, during the term of this Agreement, the ACADEMY may disclose Confidential Data and Information (as defined in Article VI of this Agreement) to CORNERSTONE (its employees, agents or contractors) to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232(g), 34 CFR Part 99; the Individuals 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 Americans 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; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

1.11 Privacy. Except as permitted under the Code, CORNERSTONE shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an ACADEMY student's education records. If CORNERSTONE receives information that is part of an ACADEMY student's education records, CORNERSTONE shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136.

1.12 CORNERSTONE'S Employment Responsibilities.

1.12.1 Discretion and Control. CORNERSTONE shall be regarded, designated and considered to be the sole employer with respect to all individuals whom CORNERSTONE may select, employ and assign to provide Services under this Agreement. CORNERSTONE shall be exclusively and solely responsible for selecting, compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom CORNERSTONE employs in connection with providing Services under this Agreement. To the extent that CORNERSTONE may subcontract any or all aspects of the Services it agrees to provide to the Academy under this Agreement, CORNERSTONE represents that it shall include in any subcontracted services agreement provisions comparable to those contained in this Article I to identify the employer of any person providing services under a contracted services agreement or, in the absence of an employer and in the case of an independent contractor, to expressly provide that the service provider is an independent contractor, and is not intended to be, and shall not be regarded as, an employee of the Academy.

I.12.1.a Constraints of Budget and Educational Program. All decisions made by CORNERSTONE, and any discretion exercised by CORNERSTONE, in its selection, evaluation, assignment, discipline, and transfer of personnel under this Agreement, shall be consistent with the Budget (Section 3.4), the parameters adopted and included in the Educational Program (Section 3.2), and applicable law.

I.12.1.b Administrator. Because the accountability of CORNERSTONE to the ACADEMY is an essential foundation of this Agreement and because the ACADEMY administrator (the “**Administrator**”) is critical to the ACADEMY’s success, CORNERSTONE shall have the authority, consistent with Subsection 1.9.1 above, to select, supervise and discipline the Administrator, and to hold the Administrator accountable for the performance of the ACADEMY. However, CORNERSTONE shall consult with the Board with respect to the hiring and termination of the Administrator. This provision is not intended, and shall not be construed, to affect the right of CORNERSTONE, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

I.12.1.c Teachers. At the ACADEMY’s reasonable request, CORNERSTONE will remove a teacher assigned to provide services under this Agreement at the end of the school year if the teacher’s performance is minimally effective or ineffective. This provision is not intended, and shall not be construed to affect the right, and will in no way affect the right, of CORNERSTONE, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

1.12.2 Payment of Salaries and Benefits. CORNERSTONE shall pay all salaries, wages, benefits, payroll and other taxes to or on account of its employees. To the extent that CORNERSTONE may subcontract any or all aspects of the Services it agrees to provide to the Academy under this Agreement, CORNERSTONE represents that it shall include comparable language in any subcontractor agreement between itself and a subcontractor to provide for the payment of salaries, wages, benefits, payroll and other taxes, and expressly providing that the ACADEMY is not intended, and shall not be construed to be the employer of any subcontractor. The ACADEMY shall not be liable for the payment of any such salaries, wages, benefits, payroll or taxes thereon for or on behalf of any CORNERSTONE employee, contractor or agent. CORNERSTONE employees, contractors, and agents are not entitled to receive any compensation, benefits or other amenities in any form from the ACADEMY, including, but not limited to, mileage, conference fees and other expenses. However, the compensation of all employees working at the ACADEMY shall be included in the Budget

(Section 3.4). CORNERSTONE shall disclose to the Board, upon request, the level of compensation and fringe benefits provided by CORNERSTONE to CORNERSTONE'S employees providing instructional or support services for the ACADEMY.

1.12.3 Payroll Taxes and Deductions. CORNERSTONE acknowledges and agrees that it is the sole and exclusive responsibility of CORNERSTONE 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 by CORNERSTONE to provide Services under this Agreement. No part of CORNERSTONE'S invoiced fees (nor the invoiced fees of any subcontractors) shall be subject to withholding by the ACADEMY for payment of social security, unemployment or disability insurance or any other similar state or federal tax obligations. CORNERSTONE (its agents or subcontractors) shall be solely and exclusively responsible for any taxation consequences to it or its employees as a result of CORNERSTONE'S engagement under this Agreement. CORNERSTONE (or its agents or subcontractors) agrees to defend, indemnify and hold the ACADEMY harmless from any and all such claims.

1.12.4 Training. CORNERSTONE shall provide (and/or contract to provide) training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development as required by the Code. Non-instructional personnel shall receive training as CORNERSTONE determines reasonable and necessary under the circumstances.

1.12.5 Non-Compete Contracts. CORNERSTONE represents and warrants that it shall not require its administrative, supervisory, and instructional employees who provide services to the ACADEMY under this Agreement to sign, as a condition of employment or hire, a non-compete, no hire, or similar contract provision which would preclude such an employee from being employed by the ACADEMY or another educational service provider at, or for the benefit of, the ACADEMY, in the event that CORNERSTONE is no longer an educational services provider to the ACADEMY.

1.13 Claims Relating to CORNERSTONE Employees/Subcontractors/Agents. CORNERSTONE shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of its employees or agents to carry out the services under this Agreement. However, nothing in this Section is intended, nor shall be construed, to prohibit CORNERSTONE from including provisions in any subcontracted services agreement that it may execute with a subcontractor assigning responsibility to the subcontractor to answer defend and/or resolve any and all claims arising from the assignment and performance of the subcontractor (or its employees or agents) to carry out services for the ACADEMY.

These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for

unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of Services by employees or agents of CORNERSTONE in connection with this Agreement.

All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any resulting judgments shall be the sole and exclusive responsibility of CORNERSTONE.

1.14 Compliance with ACADEMY Policies. CORNERSTONE agrees that the individuals it assigns to the ACADEMY under this Agreement will abide by those policies of the ACADEMY which are applicable to performance of Services under this Agreement including, but not limited to, policies pertinent to:

- A. Corporal punishment/physical contact with students;
- B. Non-discrimination;
- C. Child abuse and neglect reporting;
- D. Sexual harassment;
- E. Confidentiality of student records and student record information;
- F. Bloodborne pathogens exposure control;
- G. Administration of medication to pupils;
- H. Communicable diseases;
- I. Alcohol/controlled substance possession and use;
- J. Copyright; and
- K. Emergency Procedures (Fire Drills, evacuations)

CORNERSTONE and the ACADEMY will cooperate in orientation of CORNERSTONE'S employees to the above policies.

1.15 Professional Standards. CORNERSTONE agrees that the individuals it assigns to the ACADEMY under this Agreement will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. CORNERSTONE represents that it has secured or will secure the necessary licenses, approvals, permits and regulatory authorizations to provide the services contemplated in this Agreement.

ARTICLE II

TERM OF AGREEMENT AND TERMINATION DURING TERM

2.1 Term. The first ACADEMY fiscal year shall commence on July 1, 2023 and end on June 30 of the following year and each ACADEMY fiscal year thereafter shall commence on July 1 and end on June 30 of the following year. This Agreement shall commence on July 1, 2023 ("Effective Date") and, unless otherwise terminated according to the terms herein, shall continue for one (1) year, ending June 30, 2024 (the "Term"). Either party may terminate this Agreement

prior to the end of the Term, by providing the other party with written notice of termination at least ninety (90) calendar days in advance of the intended expiration date.

2.2 Pro-Rata Payment. In the event that this Agreement is terminated during its term as provided in this Agreement, the ACADEMY will pay CORNERSTONE for its services performed under this Agreement up to and including the Effective Date of termination. Any funds remitted by the ACADEMY to CORNERSTONE in excess of the pro-rata charges for services performed by CORNERSTONE up to and including the Effective Date of termination will be returned to the ACADEMY by CORNERSTONE. Any such amounts owed by either party to the other shall be paid within thirty (30) days of the effective date of termination of this Agreement.

2.3 Surviving Provisions. Sections 1.10, 1.11, 6.4, 7.1, 8.1, 8.2, 8.5, and 11.2 of this Agreement survive the expiration or termination of this Agreement for any reason.

2.4 Termination by CORNERSTONE. CORNERSTONE may, at its option, terminate this Agreement prior to the end of the terms specified in Section 2.1 of this Agreement in the event the Board fails to remedy a material breach within sixty (60) days after notice from CORNERSTONE. A material breach includes, but is not limited to: (1) CORNERSTONE'S failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement; or (2) the ACADEMY's loss or suspension of its Charter.

2.5 Termination by ACADEMY. The ACADEMY may terminate this Agreement prior to the end of the terms specified in Section 2.1 of the Agreement in the event that CORNERSTONE shall fail to remedy a material breach within sixty (60) days after notice from the Board. A material breach includes, but is not limited to: (1) failure to account for its expenditures or to pay ACADEMY operating costs in accordance with the terms of the Budget (provided funds are available to do so); (2) failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board that are not in violation of the Charter, this Agreement, or law; (3) failure to abide by and meet the Educational Goals as set forth in the Contract; (4) assignment of employees or subcontractors to perform Services under this Agreement in violation of law or the Agreement; or (5) if this Agreement or its implementation would serve as grounds for revocation of the ACADEMY's Charter or would otherwise jeopardize tax exemptions or nonprofit tax status of the ACADEMY.

2.6 Revocation or Termination of the Charter. If the ACADEMY'S Charter issued by the Authorizing Body is revoked or terminated, this Agreement shall automatically terminate on the same date the Charter is revoked or termination, without further action of the parties, subject to the ACADEMY's continuing obligations, including but not limited to, pro-rata payment for services as specified in Section 2.2.

2.7 Effective Date of Termination. In the event this Agreement is terminated by either party as specified in Section 2.1, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the then current fiscal year in which the notice of termination is issued.

2.8 Amendment Caused By Academy Site Closure or Reconstitution. In the event that the ACADEMY is required (i) to close an ACADEMY site, pursuant to a notice issued by the State

School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution, pursuant to Section 507 of the Code, MCL 380.507, and of the applicable Charter Terms and Conditions, and such closure of an ACADEMY site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the site closure or reconstitution, with no cost or penalty to the ACADEMY, and that CORNERSTONE shall have no recourse against the ACADEMY or the University Board for implementing such site closure or reconstitution.

2.9 Removal of Personal Property. Upon termination or expiration of this Agreement, CORNERSTONE shall have the right to remove equipment and other assets owned or leased by CORNERSTONE (or its agents). The parties agree that such equipment and other assets includes personal property and trade fixtures. The parties also agree that CORNERSTONE will reimburse the ACADEMY for the cost of any damage or substantial degradation to the personal or real property of the ACADEMY, excepting minor wear and tear, resulting from the removal of any equipment or assets. Further determination and an inventory of what may and shall be removed shall be accomplished, according to this agreement and within a reasonable time prior to removal. If damage as defined in this provision results from removal, CORNERSTONE agrees to provide a good faith estimate of the cost no later than 30 days after removal and shall reimburse the ACADEMY no later than 90 days after removal or, if applicable, within the time provided by an Arbitrator's judgment and award. CORNERSTONE agrees not to remove or permit removal of any other fixtures, improvements or other immovables, without the consent of the ACADEMY. Equipment and other assets owned by the ACADEMY or leased by the ACADEMY from third parties outside the scope of this Agreement shall remain the property of the ACADEMY (or the respective third party).

2.10 Advances/Out-of-Pocket Expenses. Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement for any reason, all advances or out-of-pocket expenses paid by CORNERSTONE in accordance with the Budget shall be immediately repaid by the ACADEMY unless otherwise agreed in writing by CORNERSTONE.

2.11 Transition. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, CORNERSTONE shall provide the ACADEMY reasonable assistance for up to 90 days to assist in the transition to another administrative or structural arrangement, although CORNERSTONE need not provide any assistance to another management company or service provider.

ARTICLE III

OBLIGATIONS OF CORNERSTONE

3.1 Responsibility. CORNERSTONE shall be responsible and accountable to the Board for the management, operation, administration and performance of the ACADEMY in accordance with the Charter and this Agreement. CORNERSTONE'S responsibility is expressly limited by: (i) the ACADEMY's budget which is to be submitted and approved by the Board as provided in this Agreement ("**Budget**"), and (ii) the availability of state funding to pay for the Services. Subject to Section 3.6 (Expenditures), neither CORNERSTONE nor the ACADEMY

shall be allowed to expend ACADEMY funds on Services in excess of the amount set forth in the Budget.

3.2 Educational Goals and Program. Subject to the oversight of the Board, CORNERSTONE agrees to implement the educational goals and program as set forth in the ACADEMY's Charter (the "**Educational Program**"). In the event CORNERSTONE reasonably determines that it is necessary to make material modifications to the Educational Program, CORNERSTONE shall inform the Board of the proposed changes and obtain Board approval, and if required under the Charter, approval of the Authorizing Body. The parties acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. The ACADEMY and CORNERSTONE each agree that they are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, CORNERSTONE will provide the Board with updated reports on progress towards implementing each of the ACADEMY's educational goals set forth in the Educational Program.

3.3 Specific Functions. Subject to the oversight and authority of the Board, CORNERSTONE shall be responsible for implementing the Educational Program and the management, operation, accounting and administration of the ACADEMY. Such functions include, but are not limited to:

- A. Implementation and administration of the Educational Program, including, without limitation, the acquisition of instructional materials and equipment and supplies necessary to implement the Educational Program, as well as administration of any and all extra- curricular and co-curricular activities and programs approved by the Board.
- B. Selection, hiring, management and supervision of all CORNERSTONE employees assigned to perform Services at the ACADEMY and management of all personnel functions.
- C. All aspects of the ACADEMY's business administration.
- D. Operation and maintenance of the school building to the extent consistent with any and all leases pertaining to the Academy site.
- E. All aspects of the accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
- F. Transportation and food service to the extent such services are authorized by the Board and to the extent CORNERSTONE agrees to provide such services.
- G. Marketing and development costs in the Budget.

3.4 Budget

- 3.4.1 Projected Budget.** CORNERSTONE shall provide the Board with an annual projected Budget. For the ACADEMY's first academic year, the Budget shall be submitted on a timeline acceptable to the Board and Authorizing Body. Thereafter, the Budget shall be submitted to the Board prior to June 1st for the next fiscal year.
- 3.4.2 Budget Detail.** The Budget shall contain detail as required by the Charter and applicable law, including without limitation the Uniform Budgeting and Accounting Act. The Budget shall include all projected expenses and costs including, but not limited to, the projected cost of all Services to be provided by CORNERSTONE and/or subcontractors pursuant to the terms of this Agreement.
- 3.4.3 Approval.** The Budget shall be prepared by CORNERSTONE and presented to the Board for approval. The Budget shall be amended from time to time as deemed necessary by the Board or CORNERSTONE or to comply with the Uniform Budgeting and Accounting Act.

3.5 Revenues. Except as otherwise provided, all monies received by the ACADEMY Board shall be deposited, within three (3) business days of receipt, in the Board's depository account with a financial institution acceptable to the Board, provided however, upon receipt of a notice from CORNERSTONE, the ACADEMY agrees to pay all such funds owing under this Agreement directly to the account or party specified in such notice. Interest income earned on ACADEMY depository accounts shall accrue to the ACADEMY. Except as specifically excluded by the terms of this Agreement, the term "**Revenues**" shall include all funds received by or on behalf of the ACADEMY (collectively referred to as "the Revenues"), including but not limited to:

- A. Foundational funding for public school pupils enrolled at the ACADEMY.
- B. Special education funding provided by federal and/or state government that is directly allocable to special education students enrolled at the ACADEMY.
- C. Talent Development funding (f/k/a/ gifted and talented funding) provided by federal and/or state governments that is directly allocable to gifted and talented students enrolled at the ACADEMY.
- D. At-risk funding provided by federal and/or state governments that is directly allocable to at-risk students enrolled at the ACADEMY.
- E. Funding provided by federal and/or state governments that is directly allocable to students enrolled at the ACADEMY with limited English proficiency.
- F. All other federal and/or state grant sources, including, but not limited to, Title I of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. §6301 et seq.,) allocable to the ACADEMY.

- G. Charter School Block Grants and other grants as applicable) received by or on behalf of the School and granted as a matter of right and/or practice or through competitive and noncompetitive grant processes which are to assist in the improvement of the Facility, the implementation or maintenance of the Program, and/or School operations.
- H. All other funding, grants and donations received by the ACADEMY to support or carry out programs at the ACADEMY (except to the extent CORNERSTONE is not required or involved in soliciting, administering or managing the contribution and/or donation).

3.6 Expenditures. The Revenues shall be expended by CORNERSTONE in accordance with the Budget and as otherwise authorized by the Board (except in emergencies, or if such expenditure is within the parameters established by the Michigan Department of Education Guidelines, as amended from time to time, or where the deviation is less than the amount budgeted). The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, according to applicable, lawful directives of the donor. Revenues received from non- governmental grants, contributions and donations shall be expended consistent with the provisions of Article VIII.

3.7 Accurate Financial Records. CORNERSTONE shall keep accurate financial records pertaining to its operation of the ACADEMY, together with all ACADEMY financial records prepared by or in possession of CORNERSTONE (the “**Financial Records**”), and shall retain all of the Financial Records according to the Charter and applicable law to which such books, accounts, and records relate. CORNERSTONE and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law.

3.8 Availability of Funds. CORNERSTONE shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

3.9 Other Public School Academies. The ACADEMY acknowledges that CORNERSTONE has entered, or may enter, into similar educational and/or personnel services agreements with other public school academies. CORNERSTONE shall maintain separate accounts for expenses incurred by and on behalf of the ACADEMY and other public school academies, and shall reflect in the ACADEMY’s financial records only those expenses incurred by or on behalf of the ACADEMY. If CORNERSTONE incurs authorized expenses on behalf of the ACADEMY and other public school academies, then CORNERSTONE shall allocate, to the extent permitted by law, such expenses among all such affected academies, including the ACADEMY, on a prorated basis based upon the number of pupils enrolled at such affected academies, or such other equitable basis.

3.10 Financial Reporting. CORNERSTONE shall provide the Board with:

- A. The projected annual Budget as required by the terms of this Agreement.
- B. Statements of Revenues, Expenditures and Changes in Fund Balance detailing all revenues received, and all expenditures for services rendered

or expenses incurred on behalf of the ACADEMY, whether incurred on-site or off-site, on a frequency determined by the Board.

- C. Reports on ACADEMY operations and student performance, which shall be provided to the Board quarterly, unless otherwise reasonably requested by the Board.
- D. Such other information as the Board may reasonably request to enable the Board to (i) evaluate the quality of the services provided by CORNERSTONE to the ACADEMY, and (ii) timely provide all reports and information that the ACADEMY is required to provide pursuant to the Charter and applicable law.

3.11 Purchases. Purchases made by CORNERSTONE for the ACADEMY with the ACADEMY's funds, such as non-proprietary instructional and/or curriculum materials, books, supplies, and equipment, will be the property of the ACADEMY (exclusive of items leased, financed or purchased by CORNERSTONE with CORNERSTONE'S management fee received under this Agreement). CORNERSTONE shall disclose in writing to the ACADEMY if CORNERSTONE acts as purchasing agent for any materials and supplies. CORNERSTONE represents and warrants that any markups on the price of such materials and supplies shall be mutually agreed upon with the ACADEMY.

3.12 Procurement Policy. In the event that CORNERSTONE makes purchases on behalf of the ACADEMY with the ACADEMY's funds, CORNERSTONE, acting on behalf of the ACADEMY, shall comply with Section 1274 of the Code, MCL 380.1274, as if the ACADEMY were making such purchases directly from a third party.

3.13 Subcontracts. CORNERSTONE reserves the right to subcontract any and all aspects of the Services it agrees to provide to the ACADEMY under this Agreement, including, but not limited to transportation and/or food service.

3.14 Compliance with Section 11.22 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 11.22(a) of the Contract Terms and Conditions.

3.15 Place of Performance. CORNERSTONE reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the Charter or applicable law.

3.16 Student Recruitment. CORNERSTONE and the Board shall be jointly responsible for the recruitment of students. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with the Code and applicable law.

3.17 Due Process and Student Discipline Hearings. CORNERSTONE shall provide due process to students and student discipline hearings in conformity with the requirements of the

ACADEMY's Charter and applicable law regarding discipline, special education, confidentiality and access to records. The Board shall retain the right to provide due process as required by law.

3.18 Legal Requirements. CORNERSTONE shall implement the Educational Program in accordance with the Charter and applicable law.

3.19 Rules and Procedures. CORNERSTONE shall recommend to the Board reasonable rules, regulations and procedures applicable to the ACADEMY and is authorized and directed by the Board to enforce such rules, regulations and procedures adopted by the Board.

3.20 School Year and School Day. The school year and the school day schedule shall be approved by the Board as required under the Charter.

3.21 Pupil Performance Standards and Evaluation. CORNERSTONE shall implement pupil performance evaluations that permit evaluation of the academic progress of each ACADEMY student. CORNERSTONE shall be responsible and accountable to the Board for the academic performance of students who are enrolled at the ACADEMY. CORNERSTONE will utilize assessment strategies required by the terms of the Charter and applicable law. The Board and CORNERSTONE will cooperate in good faith to identify academic goals and methods to assess the pupils' academic performance.

3.22 Services to Students with Disabilities and Special Education. CORNERSTONE shall provide special education programs and services to eligible students with disabilities who attend the ACADEMY in conformity with the requirements of applicable law. CORNERSTONE may subcontract as necessary and appropriate for the provision of programs and services to students with disabilities. Such services shall be provided in a manner that complies with applicable law.

3.23 Compliance with ACADEMY'S Charter. CORNERSTONE 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 Charter issued by Grand Valley State University Board of Trustees. The provisions of the ACADEMY'S Charter shall supersede any competing or conflicting provisions contained in this Agreement.

3.24 Unusual Events. CORNERSTONE agrees to timely notify the Board and Administrator of any anticipated or known: (i) material health or safety issues; (ii) labor, employee or funding problems; or (iii) problems of any other type that could reasonably be expected to adversely affect the ACADEMY in complying with the ACADEMY's responsibilities under the Charter, this Agreement or applicable law.

3.25 ACADEMY Records. The financial, educational and student records pertaining to the ACADEMY ("**ACADEMY Records**") are ACADEMY records and are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to the Michigan Freedom of Information Act. All ACADEMY records shall be physically or electronically available, upon request, at the ACADEMY. Except as prohibited under the Charter and applicable law, the Authorizing Body and the public shall have access to the ACADEMY's records.

3.26 Facility. CORNERSTONE shall use reasonable efforts to identify a facility to be leased or otherwise provided to the Board on terms mutually agreeable to the Lessor and the Board. The facility shall comply with the requirements of the Charter and applicable law.

3.27 Additional Services. If the ACADEMY so requests, CORNERSTONE may provide additional services for the ACADEMY by specific agreement. The details and cost of such services shall be incorporated as addenda to this Agreement, as appropriate.

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

3.29 Compliance with Section 11.23 of Charter Terms and Conditions. CORNERSTONE shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 6 of the Charter, 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 Charter Terms and Conditions.

ARTICLE IV

OBLIGATIONS OF THE BOARD

4.1 Good Faith Obligation. The Board shall be responsible for its fiscal and academic policies. The Board shall exercise good faith in considering the recommendations of CORNERSTONE, including but not limited to, CORNERSTONE'S recommendations concerning policies, rules, regulations and budgets.

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

4.3 Review of Operational Budget. The Board shall be responsible for reviewing, revising and approving the annual Budget in accordance with the Charter and applicable law.

4.4 Annual Audit. The Board shall select and retain an independent auditor to conduct an annual audit of the ACADEMY's financial matters in accordance with the ACADEMY's Charter and applicable law. Subject to applicable law, all records in the possession or control of CORNERSTONE that relate to the ACADEMY, including, but not limited to, Financial Records, shall be made available to the ACADEMY's independent auditor.

4.5 Unusual Events. The Board agrees to timely notify CORNERSTONE of any anticipated or known: (i) material health or safety issues, (ii) funding problems, or (iii) problems of any other type that could reasonably be expected to adversely affect CORNERSTONE in complying with its responsibilities under this Agreement.

4.6 CORNERSTONE Office Space. Upon request by CORNERSTONE, the Board shall provide CORNERSTONE with suitable space at the ACADEMY, provided: (i) the requested space is available and can be provided without materially prejudicing the Educational Program, and (ii) the requested space is used only for education-related activities. The space shall be provided at no cost to CORNERSTONE.

4.7 Retained Authority. The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and operation of the ACADEMY, including, without limitation, regulations relative to the conduct of students while in attendance at the ACADEMY or en route to and from the ACADEMY.

ARTICLE V

FEES, INVOICE AND PAYMENT

5.1 Compensation. The ACADEMY shall pay CORNERSTONE the management fee detailed in Section 5.2 and reimbursement of expenses detailed in Section 5.3 as reasonable compensation for the Services CORNERSTONE will provide to the Academy during the term of this Agreement. No portion of the compensation paid by the ACADEMY to CORNERSTONE under this Agreement is based on a share of the net profits of the ACADEMY. If the provisions of this Agreement regarding service fees and reimbursement are determined to result in private business use of the ACADEMY's facilities under Rev. Proc. 97-13 as amended by Rev. Proc. 2017-13 (and as may be further amended), the parties agree to renegotiate and amend the provisions of this Agreement, as necessary to maintain the tax-exempt status of the ACADEMY. Pursuant to such negotiations, CORNERSTONE need not agree to a reduction in net service fees and reimbursement made by the ACADEMY, without a corresponding reduction in services to the ACADEMY.

5.2 Management Fee. Throughout the term of this Agreement, the ACADEMY will pay to CORNERSTONE an annual fee (the "Management Fee") in the amount of thirteen and one-half (13.5%) percent of the per pupil revenue ("PPR") that the ACADEMY receives from all sources for the students enrolled in the ACADEMY. The PPR may change during the term of this Agreement according to overall changes in the state school aid payment, monies or services provided by other state agencies, and the extent of other revenue sources. The Management Fee shall be paid by the ACADEMY to CORNERSTONE in 12 monthly installments per year. In order to induce CORNERSTONE to seek additional revenue sources, and in recognition of CORNERSTONE'S obligation in the Agreement, the PPR shall include all of the other revenue sources identified in Section 3.5 and Article IX, and any and all other funds received by the ACADEMY of any kind or nature. In addition, the PPR includes the full gross amount of state school aid payments, and not the net amount after retention of a portion of such payments by the Authorizing Body. The PPR shall not include school lunch revenue or funds raised by students,

or parents/guardians of students, in specific student fund-raising projects, or in class or student operated business enterprises.

If at any time CORNERSTONE determines that it is in the best interests of CORNERSTONE to obtain financing that is tax-exempt pursuant to the IRS Code, then the parties agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Rev. Proc. 97-13 as amended by Rev. Proc. 2017-13 (and as may be further amended), including but not limited to the insertion of a minimum/maximum fee structure. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment.

5.3 Reimbursement. In addition to the Management Fee, the ACADEMY will reimburse CORNERSTONE in an amount not to exceed budgeted amounts approved by the ACADEMY's Board, equal to the sum of the following:

- A. The cost of salaries, fringe benefits and local, state and federal taxes attributable to personnel employed by CORNERSTONE as teachers, administrators, aides, assistants, support and custodial staff, and other required personnel, and assigned by CORNERSTONE to perform services under this Agreement; plus
- B. The cost of insurance premiums paid by CORNERSTONE when said insurance relates directly to the Services provided to the ACADEMY by CORNERSTONE under this Agreement;
- C. Any direct costs associated with the employment of staff assigned to provide Services at the ACADEMY including, without limitation, costs associated with the criminal history checks and criminal records checks;
- D. Teacher training and professional development, including course/conference fees, facility rental, and related travel expenses;
- E. Offices for the ACADEMY's administrative staff and work-related travel, phone, internet service, and other related non-labor reimbursable expenses;
- F. Related service expenses for special education students;
- G. School outings, events, partnership morning events, achievement incentive programs, face-to-face learning, coach training sessions, back to school events, competitions, and graduation ceremonies;
- H. Direct mail, printing, and related expenses for enrolled students;
- I. Supplemental curriculum and other academic services as agreed to by the ACADEMY Board in writing;
- J. Insurance for the ACADEMY, its board, including directors and officers liability insurance, general liability insurance, worker's compensation

coverage, property insurance, and other ACADEMY insurance coverage as the ACADEMY deems appropriate;

- K. Accounting and reporting, payroll processing, audit, and/or tax preparation fees;
- L. Fees for required background investigations of ACADEMY employees; and,
- M. All other ACADEMY related expenses approved in the budget.

Reimbursement will be payable monthly on the first business day of each month. Documentation relating to the payment of fees and expenses will be provided to the ACADEMY's Board for ratification at the Board's next regularly scheduled meeting following such payments; provided, however, that in no event shall the payment be made on the first business day of each month exceed Board-approved budget limits. The ACADEMY acknowledges and agrees that under no circumstances will CORNERSTONE be required to provide personnel or services if the cost of same exceeds Board-approved budget limits.

ARTICLE VI

CONFIDENTIALITY AND DATA SECURITY

6.1 Commitment to Preserve. CORNERSTONE agrees that it shall observe the policies and directives of the ACADEMY to preserve the confidentiality of Covered Data and Information (defined in Subsection 6.2 below) to the extent that CORNERSTONE (its employees or agents) are permitted to access Covered Data and Information in the course of performing Services under this Agreement.

6.2 Covered Data and Information (CDI) includes paper and electronic student education and/or medical record information supplied by the ACADEMY and/or its students or parents/guardians to CORNERSTONE and includes, without limitation, "education records" and "education record information" as defined under FERPA and IDEA; "protected health information" as defined under HIPAA; "relevant records" as defined under Section 504; and social security numbers. CDI also includes any new records created and maintained by CORNERSTONE under this Agreement using CDI.

6.3 Acknowledgment of Access to CDI. CORNERSTONE acknowledges that this Agreement allows CORNERSTONE (its employees and agents) access to CDI, which the ACADEMY may have the ultimate legal responsibility to maintain in a confidential and secure fashion. Accordingly, CORNERSTONE (its employees and agents) shall provide the ACADEMY with control over the CDI sufficient to satisfy all applicable legal and regulatory standards. In any event, CORNERSTONE (its employees and agents) shall at all times make CDI available to the ACADEMY within a reasonable time of receiving a request for same.

6.4 Prohibition on Unauthorized Use or Disclosure of CDI. CORNERSTONE (its employees and agents) agrees to hold CDI in strict confidence. CORNERSTONE (its employees and agents) shall not use or disclose CDI received from or on behalf of the ACADEMY except as

permitted or required by this Agreement, as required or authorized by law, or as otherwise authorized in writing by the ACADEMY, a parent/guardian, or eligible student. CORNERSTONE agrees that it will protect the CDI it receives from or on behalf of the ACADEMY according to commercially acceptable standards and no less rigorously than it protects its own confidential information. CORNERSTONE shall ensure that any employee or agent, including a subcontractor or Business Associate (as defined in HIPAA), to whom it provides CDI under this Agreement, understands and agrees to the same restrictions and conditions pertaining to use and disclosure of CDI that apply to CORNERSTONE under this Agreement.

6.5 Return or Destruction of CDI. Upon termination or other conclusion of this Agreement, CORNERSTONE (its employees and agents) shall return all CDI to the ACADEMY.

6.6 Maintenance of the Security of Electronic Information. CORNERSTONE (its employees and agents) 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 ACADEMY or its students. These measures will be extended by contract to all agents, including subcontractors or Business Associates, used by CORNERSTONE.

6.7 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. CORNERSTONE, within two business days of discovery, shall report to the ACADEMY any use or disclosure of CDI not authorized by this Agreement or in a writing by the ACADEMY. CORNERSTONE'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 CORNERSTONE has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CORNERSTONE has taken or shall take to prevent future similar unauthorized use or disclosure. CORNERSTONE shall provide such other information, including a written report, as reasonably requested by the ACADEMY.

6.8 Remedies.

6.8.1 Notice and Opportunity to Cure. If the ACADEMY reasonably determines in good faith that CORNERSTONE has materially breached any of its obligations under the data security provisions of this Agreement, the ACADEMY, in its sole discretion, shall have the right to require CORNERSTONE to submit to a plan of monitoring and reporting; provide CORNERSTONE with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the ACADEMY shall provide written notice to CORNERSTONE describing the violation and the action it intends to take.

6.8.2 Statutory/Regulatory Penalties. In addition, the parties understand and agree that CORNERSTONE is subject to any penalties for unauthorized disclosures or misuse of CDI that are or may be imposed, from time to time, under applicable law including, without limitation, that CORNERSTONE

may be prohibited by law from accessing CDI for defined periods of time following any unauthorized disclosure or misuse of CDI, which shall constitute a material breach of this Agreement.

6.9 Amendment for Compliance. If the ACADEMY believes in good faith that any data security provision of this Agreement fails to comply with applicable laws or regulations, the ACADEMY shall notify CORNERSTONE in writing. Within thirty (30) business days of receipt of such notice by CORNERSTONE, the parties shall address in good faith the expressed concern(s) and shall amend the terms of this Agreement, if the ACADEMY deems an amendment necessary to bring the Agreement into compliance with applicable laws and regulations. If after such thirty (30) business day period this Agreement remains non-compliant with applicable laws or regulations with respect to the concern(s) raised under this Section, the ACADEMY shall have the right to immediately terminate this Agreement upon written notice to CORNERSTONE.

ARTICLE VII

INTELLECTUAL PROPERTY

7.1 Intellectual Property. The ACADEMY acknowledges and agrees that in the course of the performance of the Agreement, the ACADEMY may be exposed to certain confidential information or trade secrets of CORNERSTONE (or of one or more of CORNERSTONE'S licensors, subcontractors or agents), including but not limited to, know-how, technical information, systems, processes, computer software, training materials, training methods and practices, courseware and related information, all of which shall be considered to be confidential in nature (the "Intellectual Property"). The ACADEMY agrees, subject to the limitations of MCL 380.1137 (the powers of parents and legal guardians to review curriculum, textbooks, and teaching materials); MCL 380.505(3) (the obligation of public school academies to report on and make available to the public teaching techniques and methods); MCL 15.231, *et seq* (the Freedom of Information Act); other applicable law, and the Charter, that any Intellectual Property communicated to, or received or observed by, the ACADEMY shall at all times remain the property of CORNERSTONE (or of the licensor, subcontractor or agent holding the proprietary rights) and all such Intellectual Property, together with all copies or excerpts of such Intellectual Property, shall be promptly returned to CORNERSTONE (or the applicable licensor, subcontractor or agent) upon request. The provisions of this Section 7.1 shall survive the termination or expiration of this Agreement. The provisions of this Section 7.1 shall not apply to curriculum or other materials developed and paid for by the ACADEMY, or developed by CORNERSTONE at the direction of the ACADEMY or its Board with ACADEMY funds, or to any information subject to disclosure under the law. The ACADEMY shall own all proprietary rights to curriculum or educational materials that (1) are both directly developed and paid for by the ACADEMY; or (2) were developed by CORNERSTONE at the direction of the ACADEMY's Board with ACADEMY funds dedicated for the specific purpose of developing such curriculum or materials.

7.2 Licensing Agreements. The ACADEMY acknowledges and agrees that, to the extent permitted by law, the rights and privileges that CORNERSTONE is not provided herein but acquires under any third-party agreement are vested solely in CORNERSTONE, are non-transferable and non-sublicensable. Accordingly, the ACADEMY understands and agrees that the ACADEMY does not acquire any independent right under this ESP Agreement to use the

Cornerstone name, marks, systems, processes, or other proprietary information subject to any such agreement.

ARTICLE VIII

LIABILITY, INSURANCE and INDEMNITY

8.1 Indemnity. CORNERSTONE will indemnify, defend and hold harmless the ACADEMY (and its officer and Board) from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution (collectively “Damages”) imposed upon or incurred by the ACADEMY to the extent that they arise out of any of the following and are within the limits of Cornerstone’s insurance policy (Section 8.2), which coverage shall be determinative of the scope of defense and indemnity provided by CORNERSTONE to the ACADEMY:

- A. The failure of CORNERSTONE or any of its employees or others for whom CORNERSTONE is responsible to comply with its/their obligations under any applicable laws, regulations or orders;
- B. Breach by CORNERSTONE of any obligation under this Agreement;
- C. Any direct claim for workers’ compensation benefits for job-related bodily injury or death asserted against the ACADEMY by CORNERSTONE’S employees or, in the event of death, by their personal representatives; or
- D. Any negligent or intentional tortious act or omission of CORNERSTONE or any of its employees, acting within the scope of their employment, that results in bodily injury (including death) or property damage.

The above promise of indemnity and defense shall not apply to the extent such liability results from the negligence, wrongful act or breach of this Agreement by the ACADEMY (or its officers, Board, or agents). To obtain indemnification, the ACADEMY must promptly notify CORNERSTONE in the event of a claim, and cooperate in resolving the claim.

8.2 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 a Charter

application, the University Board's consideration of or issuance of a Charter, 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 Charter 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.

8.3 General Liability Insurance. CORNERSTONE shall procure and maintain such policies of insurance as required by law, the Charter and, if applicable, the Michigan Universities Self Insurance Corporation (MUSIC), and that, in any event, shall provide no less protection than comprehensive general liability and employment practices liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage, in a form acceptable to both parties, to protect CORNERSTONE and the ACADEMY against liability or claims of liability which may arise out of CORNERSTONE'S (including CORNERSTONE'S employees, subcontractors and agents) performance under this Agreement. In addition, CORNERSTONE agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by the ACADEMY shall be excess and non-contributory. Not later than ten (10) business days from the date both parties have executed this Agreement, CORNERSTONE shall provide the ACADEMY with certificates of insurance evidencing all required coverages and endorsements. CORNERSTONE agrees to name the ACADEMY (including its Board, officers, agents and employees), as an additional insured under said policy.

8.4 Workers' Compensation Insurance. CORNERSTONE agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees, and to require that its subcontractors similarly maintain such insurance, for any employees assigned by CORNERSTONE to perform Services for the ACADEMY under this Agreement, while those persons are engaged in performing Services under this Agreement. If a claim is filed under the provisions of the Michigan Workers' Compensation Disability Act against the ACADEMY by an employee of CORNERSTONE or of any of its subcontractors relating to performance of Services under this Agreement, CORNERSTONE agrees to defend and hold harmless the ACADEMY from such claims(s). CORNERSTONE agrees to provide the ACADEMY, upon request of the ACADEMY, with certifications evidencing the required coverage.

8.5 Responsibility of Academy. The ACADEMY shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of the ACADEMY's agents and employees (if any) in connection with the performance of the ACADEMY's responsibilities under this Agreement; provided, however, that nothing in this Agreement is intended, nor shall be construed, as a waiver of the governmental immunity provided to the ACADEMY and its incorporators, board members, officers, employees, and volunteers under section 7 of 1964 PA 170, MCL 691.1407. If CORNERSTONE is made a party to any litigation involving claims arising out of the acts and/or omissions of the ACADEMY or its directors, agents, or employees, the ACADEMY will provide any reasonable assistance requested by CORNERSTONE in the defense against such claims.

8.6 ACADEMY Insurance. The ACADEMY agrees to procure and maintain in full force and effect comprehensive general liability insurance, on which CORNERSTONE is named as an additional insured, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage, to protect the ACADEMY and CORNERSTONE against liability or claims of liability which may arise out of an act or omission by the ACADEMY within the scope of coverage of the comprehensive general liability insurance policy, which coverage shall be determinative of the scope of defense and indemnity herein provided by the ACADEMY to CORNERSTONE.

The purpose of this provision is to name CORNERSTONE as an additional insured in the event that CORNERSTONE is sued as a result of acts or omissions committed by the ACADEMY and not solely as a result of the acts or omissions of CORNERSTONE (or its employees and/or agents). Insurance coverage shall not apply to claims or liability which result from the sole negligence, wrongful act or breach of this Agreement by CORNERSTONE or its employees or agents. CORNERSTONE must promptly notify the ACADEMY consistent with the terms of any applicable policy, and cooperate in resolving the claim. Not later than ten (10) business days from the date both parties have executed this Agreement, the ACADEMY shall provide CORNERSTONE with certificates of insurance evidencing all required coverages and endorsements. The ACADEMY agrees to name CORNERSTONE (including its Board, officers, agents and employees), as an additional insured under said policy.

8.7 No Special Damages. Neither CORNERSTONE nor the ACADEMY will be liable for special, indirect, or consequential damages, or loss of profits, revenues, or goodwill arising out of this Agreement regardless of the basis of the claim.

ARTICLE IX

SOLICITATION OF NON-GOVERNMENTAL FUNDS

CORNERSTONE must seek the Board's approval prior to soliciting any non-governmental grants, donations or contributions on behalf of the ACADEMY; provided, however, that execution of this Agreement by the ACADEMY's Board President constitutes approval for CORNERSTONE to act under any applicable third-party licensing agreement to replicate, and/or to work to generate revenue through the third-party authorized programs ("Partner Programs"). CORNERSTONE is permitted to refer to the ACADEMY or ACADEMY operations in the conduct of CORNERSTONE fundraising activities. Any such funds so received shall be used solely in accordance with the purpose(s) 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 funds subject to this Article IX that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE X

WARRANTIES AND REPRESENTATIONS

10.1 ACADEMY Warranties and Representations. The Board warrants and represents that, on behalf of and in the name of the ACADEMY, it has the authority under law to execute,

deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

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

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

ARTICLE XI

MISCELLANEOUS

11.1 Choice of Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan, without reference to any conflict of laws provisions.

11.2 Alternative Dispute Resolution Procedure. Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters, except that the parties reserve the right to pursue equitable and injunctive relief. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, with each party selecting one arbitrator and the two arbitrators selecting the third arbitrator.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") and be conducted at a location mutually agreeable to the parties, with such variations as the parties and arbitrators unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The losing party shall pay the cost of arbitration, not including attorney fees. The arbitration panel shall have the discretion to award reasonable attorney fees to the prevailing party to be paid by the losing party.

11.3 Severability. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect, and such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of all other provisions.

11.4 No Modification or Waiver. There shall be no amendment, modification or waiver of any provision of this Agreement unless made in writing by both parties. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance; provided, however, that as a matter of law, course of dealing may be relied upon to resolve any contract ambiguity by evidencing the intent and understanding of the parties. No failure on the part of either party to exercise any right under this Agreement, or any right provided by state law or equity or otherwise, shall impair, prejudice or constitute a waiver of any such right.

11.5 No Third Party Rights. Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

11.6 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one single agreement between the parties.

11.7 Section Headings. The section headings are used in this Agreement for reference and convenience only and shall not enter into the interpretation of this Agreement.

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

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

11.10 Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

11.11 Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

11.12 Force Majeure. Any delay or failure of any party (the “affected party”) in the performance of its required obligations under this Agreement shall be excused if and to the extent caused by war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this Section, provided that (i) written notice of such delay or suspension is given by the affected party to the other party within 72 hours of such event, which notice shall set forth in detail the nature of each delay; (ii) the affected party shall use all commercially reasonable efforts to minimize the extent of such force majeure delay; and (iii) additional expense or other adverse financial conditions shall not be deemed force majeure. Upon receipt of a notice of force majeure, the time for the affected party’s performance shall be extended for a period of time reasonably necessary to overcome the effect of such delays and the other party’s sole remedy shall be reimbursement for the additional cost of such delays.

ARTICLE XII

NOTICES

All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, or upon the date of delivery if given by personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the ACADEMY shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. Notices to CORNERSTONE shall be sent to the current address of the then current CEO, with a copy to the then current CORNERSTONE attorney. The addresses of the parties for purpose of notice, inclusive of the address of the initial Board President and CORNERSTONE CEO and respective counsel, are as follows:

To: ACADEMY
Washington-Parks Academy
c/o Board President
13436 Grove Street
Detroit, MI 48235

To: CORNERSTONE
c/o Chief Executive Officer
306 E. Fourth St.
Royal Oak, MI 48067

To: ACADEMY
Counsel John C. Kava
Collins & Blaha, P.C.
31440 Northwestern Highway, Suite 170
Farmington Hills, Michigan 48834
Phone: 248-406-1140

AUTHORIZATION

Each Person placing his or her signatures below represents and warrants that s/he is the signatory duly authorized to execute this Agreement on behalf of the respective party represented.

IN WITNESS WHEREOF, the ACADEMY and CORNERSTONE have caused this Agreement to be entered into as of the date first written above.

WASHINGTON-PARKS ACADEMY

By: _____

Its: Board President

THREE PILLARS ANEW

By:  _____

Its: PRESIDENT

WASHINGTON-PARKS ACADEMY

By: Steph M. Lorb
7/2/23

Its: Board President

THREE PILLARS ANEW

By: _____

Its: _____

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

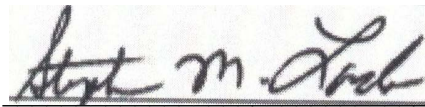
Academic Achievement

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: 06/13/2023



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the WPA Board of Directors at a properly noticed open meeting held on the 13TH day of JUNE, 2023, 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.

WHO WE ARE

Cornerstone Education Group is a non-profit organization that manages the Cornerstone Charter School network in Detroit, serving the community for nearly 30 years. Our Mission is to prepare our students to live a Complete Life through an excellent education, a foundation of strong character, meaningful relationships, and real-world experiences for career and/or college. We need further to encourage our broad and beloved Cornerstone community to live the Complete Life as well. We seek to hire top talent to help us fulfill this great mission.

THE CORNERSTONE FAMILY

Our faculty, staff, parents and students are all part of the Cornerstone family. We work hard together to help each other succeed. If you want to work alongside a group of people who are passionate about what they do, the city in which they do it, and the families they serve, then Cornerstone is the right place for you.

THE ROLE

Join the Cornerstone family! We are looking for a **Principal** for Cornerstone Education Group. The Principal serves as the academic and administrative leader of a campus of the Cornerstone Education Group community of schools in accordance with its mission, vision, values and policies works in a manner that sets a standard of excellence in achieving goals.

HERE'S WHAT YOU'LL DO

- Lead through the leveraging of the district systems and routines, while maintaining a drive for results by demonstrating persistence, directness, and the ability to monitor and plan ahead
- Establish and promote high standards and expectations for all students and staff for academic performance and responsibility for behavior
- Cast a vision of and monitors for instruction and strategies that address the wide range of learning, behavioral, and communication styles of the student population
- Demonstrate an extensive knowledge of the system visions for high quality, subject specific instruction and the capacity to coach teachers for growth in instructional routines
- Administer a system of ongoing data collection and analysis, through collaborative routines, to inform a continuously responsive and adaptive system of tiered instruction
- Create an environment that includes role modeling to ensure students, staff, parents/guardians understand the Academic, Character and Career Pillars and their individual and integrated value
- Leverage and monitor the talent management district system to recruit, hire, assign, evaluate, retain and/or remove the instructional talent required to impact student and teacher performance
- Manage, evaluate and supervise effective and clear procedures for the operation and functioning of the school consistent with the philosophy, mission, values and goals of the district including instructional programs, extracurricular activities, discipline systems to ensure a safe and orderly climate, building maintenance, program evaluation, personnel management, office operations, and emergency procedures
- Ensure compliance with all laws, board policies and civil regulations
- Establish the annual master schedule for instructional programs, ensuring sequential learning experiences for students consistent with the district's philosophy, mission statement and instructional goals

- Supervise the instructional programs of the school, evaluating lesson plans and observing classes on a regular basis to encourage the use of a variety of instructional strategies and materials consistent with research on learning and child growth and development
- Supervise in a fair and consistent manner effective discipline and attendance systems with high standards, consistent with the philosophy, values, and mission of the system
- Ensure a safe and orderly environment by following proper safety, security, and supervision protocols and expectations
- Support programming and processes that encourages students to take responsibility for behavior and helps students to develop character that models Cornerstone's core values
- Create high morale among staff and students
- File all required reports regarding violence, vandalism, attendance and discipline matters
- Establish professional and respectful rapport with students and staff
- Display the highest ethical and professional behavior and standards when working with students, parents and school personnel. Serve as a role model for students, dressing professionally, demonstrating the importance and relevance of learning, accepting responsibility, and demonstrating pride in the education profession. Encourage all teachers to do the same
- Maintain visibility with students, teachers, parents and the district
- Partner with Human Resources to actively recruit and retain talented school personnel
- Communicate regularly with parents, seeking their support and advice, to create a cooperative relationship to support the student in the school and in the home
- Initiate and maintain consistent communication with community members and community partners, building on and leveraging their strengths as co-educators.
- Maintain confidentiality, while upholding FERPA and mandated reporting requirements
- Perform other job relevant duties as assigned

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Provide excellent customer service to students, parents, staff, vendors and other visitors
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff, community members and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- You possess values that align with Cornerstone's mission in helping students to lead a Complete Life
- You possess a Master's Degree in Educational Leadership or School Administration (or equivalent)
- You possess current Michigan Administrator Certification
- You have a proven history of effective or highly effective school leadership and supervisory experience

- You have proven success in coaching and supporting teachers and other adult learners
- You have five to seven years of effective or highly effective teaching and administrative experience
- You have proven success working in an urban school setting
- You have demonstrated a high level of cultural competency and understanding as it relates to at-risk students
- You possess a proven history of highly effective communication skills related to interacting with students, parents, staff, and all stakeholders
- You possess strong competencies related to strong organizational, problem-solving, and change management skills
- You are able to maintain appropriate levels of confidentiality
- You have fantastic interpersonal skills and know how to establish and maintain positive and effective relationships with students, parents/guardians and other staff
- You have knowledge of resources to aid in student success both within and outside of schools
- You know what it means to be customer-focused and results-oriented
- You have strong organizational and problem-solving skills

Job Requirements

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting, standing and walking for extended periods of time
- Dexterity of hands and fingers to operate assigned equipment and a computer keyboard
- Hearing and speaking to exchange information in person and on the telephone
- Reaching overhead and above shoulders to retrieve files and materials
- Bending at the waist, kneeling or crouching to file materials
- The employee must occasionally lift and/or move up to 25 pounds
- Eyesight to read a variety of materials

WORK ENVIRONMENT

Indoor/school office environment. Constant interruptions. 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 noise level in the work environment is usually moderate.

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WHO WE ARE

Cornerstone Education Group is a non-profit organization that manages the Cornerstone Charter School network in Detroit, serving the community for nearly 30 years. Our Mission is to prepare our students to live a Complete Life Through an excellent education, a foundation of strong character, meaningful relationships, and real-world Experiences for career and/or college. We need further to encourage our broad and beloved Cornerstone community To live the Complete Life as well. We seek to hire top talent to help us fulfill this great mission.

THE CORNERSTONE FAMILY

Our faculty, staff, parents and students are all part of the Cornerstone family. We work hard together to help each Other succeed. If you want to work alongside a group of people who are passionate about what they do, the city in which they do it, and the families they serve, then Cornerstone is the right place for you.

THE ROLE

Oversee all aspects of the operation and maintenance of the school buildings, grounds and boiler/hvac system. The Building Engineer, or his designee, must be available at all times throughout the year to deal with any problems concerning the buildings, grounds, and boiler/hvac at the schools.

HERE IS WHAT YOU WILL DO

- Timeliness and accuracy of reports Work order system is maintained and utilized by team members Work order tickets are completed in a timely manner
- Minimal to zero findings during ISO audits
- Annual projects are completed within the specified timeline
- Building is prepared for functions in a timely manner
- Financial efficiency
- Operating within the budget Achieving annual cost saving targets
- Safety and sanitation of the environment
- No critical findings during internal audits Maintenance and training of life systems and procedures Customer satisfaction Staff,
- Assist in establishing procedures and policies Responsible for direction and supervision of custodial, maintenance, security and grounds-keeping personnel
- Analyzes and recommends, where appropriate, the purchase of necessary equipment Responsible for proper operation and training of the boilers, air conditioning and emergency generator
- Conducts periodic inspections of all school facilities to ensure proper fire and safety procedures Reviews on a regular basis all security precautions and procedures and recommends additions, changes, or reductions in procedure as appropriate
- Supervises and inspects the improvement and renovation work performed by outside contractors and verifies that the terms of all such contracts have been fulfilled before authorizing any final payment
- Responsible for performing the proper maintenance of the plumbing, heating, ventilating, air conditioning, and electrical systems of the school as needed
- Plan and implement work schedules and recommend changes in staffing levels as needed
- Assist in the preparation and maintaining of annual building operation budget
- Assure cleanliness, sanitation, and safety procedures in all phases of the building operation
- Attend in-service and training as required
- Prepares and maintains all records for required audits and reviews

- Develop and maintain preventative maintenance program for facility
- Maintain boiler operations
- Obtain necessary building and life safety inspections as required by law and best practice

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE'LL LOVE YOU

- High School Diploma
- Knowledge of state and federal safety regulations
- Minimum of two years' experience as a building engineer or in a handyman capacity
- Experience in a school is preferred
- Ability to safely work on roof top units
- Intermediate Computer Skills
- Experience performing a wide variety of building repairs and maintenance
- Experience in a school is preferred
- Intermediate Computer Skills
- Ability to work with minimal supervision
- Physically agile and dexterous
- Outstanding organizational skills

HERE'S WHY YOU'LL LOVE US

- We offer a competitive compensation and benefits package commensurate with experience
- Medical, Dental, and Vision Coverage
- Retirement Savings Plan with Employer Match
- Paid Time-Off
- Performance and Referral Bonuses
- Short- and Long-Term Disability
- Flexible Care Spending Account
- Dependent Care Spending Account
- Group Life Insurance
- Optional Income Protection Plans
- We operate a positive and supportive working environment
- We foster and encourage innovation in student education and career development
- We facilitate professional development and other faculty and staff experiences
- We provide opportunities to engage in the Partner Program, Career Pathways, and other sponsored Cornerstone community programs

Job Requirements

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Cornerstone Athletic, Fitness, and Health Director
[Detroit, MI](#)

Job Type

Full-time

Description

WHO WE ARE

Cornerstone Education Group is a non-profit organization that manages the Cornerstone Charter School network in Detroit, serving the community for nearly 30 years. Our Mission is to prepare our students and ourselves to live a Complete Life, as Rev. Dr. King outlined it is to live a life for a purpose born, to be a person for others, and to know God. Through an excellent education, a foundation of strong character, meaningful relationships, and real-world experiences for career and/or college, we encourage our broad and beloved Cornerstone community to live this Complete Life. We seek to hire top talent to help us fulfill this great mission.

THE CORNERSTONE FAMILY

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GENERAL DESCRIPTION: The Cornerstone Athletic, Fitness, and Health Director provides administrative leadership in planning, implementing, coordinating, supervising, and evaluating all athletic, fitness, nutrition, and health programs across the Cornerstone community, including interscholastic athletic programs for the middle and high schools. The Director promotes extracurricular athletic activity that fosters skill development, understanding of sports, and appreciation for a variety of athletic activities and programs, teaming, and sportsmanship for students and adults. The Director may not coach in-district athletic programs.

HERE'S WHAT YOU'LL DO

HEALTH, NUTRITION, and FITNESS

1. Ensure proper health, nutrition, and fitness activities take place across Cornerstone for faculty, staff, students, and families

ATHLETICS

1. Develop active athletic sports programs for middle and high school
2. Prepare and maintain a budget for interscholastic athletic programs
2. Report, document, and file all athletic injuries per district protocols and check student eligibility per MHSAA and school board policy
3. Verify that all participants have a physical examination, proper permission forms, and athlete code of conduct before the start of tryouts per school board policy.
4. Ensure that all athletic events are properly scheduled and communicated to parents in a timely manner
5. Oversee the collection and processing of all supplemental pay forms for PAC's and coaches

CHARACTER / COMMUNITY

1. Work with key stakeholders to identify strategies for driving personal, academic and social growth among students, incorporating our mission to live a Complete Life, a life of virtue
2. Build structures that promote leadership, accountability, anti-bullying and other core values into the daily routines and practices of the school.
3. Oversee a committee of PACs, coaches, network administrators, parents and community members to identify and build a character development program centered around our student athletes
4. Identify core values that will serve as the foundation of the athletic program and will be instilled in our athletes throughout the school year
5. Initiate and supervise the planning and execution of student athlete-led volunteer opportunities within the school and community

SUPPLIES, EQUIPMENT & UNIFORMS

1. Keep an updated inventory of all athletic equipment and uniforms.
2. Keep supplies, equipment, and uniforms in satisfactory condition, and recommend replacement supplies, equipment, and uniforms when necessary.
3. Inspect all athletic areas for cleanliness and the proper storage of all athletic supplies, equipment, and uniforms.

4. Provide each PAC with equipment, team medical supplies and uniforms prior to the season and ensure that each PAC/coach returns all equipment, unused supplies, and uniforms at the end of the season.

EVENTS

1. Oversee and train PACs on the scheduling process for athletic events using SchoolDude's Event Manager
2. Hold PACs and coaches accountable for building security for all practices and games, that doors are not propped open and students are monitored at all times by a CEG staff member
3. Ensure that PACs properly staff all games with officials, coaches, ticket and concession sales, timekeepers, etc.
4. Arrange for the availability of medical supplies at all home contests.
5. Assume responsibility for cancellation of games as circumstances require and that notification to Network, school admin and parents is handled in a timely manner and rescheduling (if needed) is initiated.

TRANSPORTATION

1. Supervise PAC's in the scheduling of all athletic transportation.
2. Ensure that all athletes and staff are ready for transportation and do not cause unnecessary delays that might increase costs.
3. Communicate the athletic transportation policy to all coaches responsible for away game transportation.

COMMUNICATION

1. Meet bi-weekly with the Director of Operations to discuss challenges, successes, and needs of the athletic program and monthly with school administration
2. Assist PAC's in conducting mandatory pre-season athlete, parent, and coaches meetings per School Board policy.
3. Create agendas, host and facilitate monthly PAC meetings to discuss challenges, successes and needs and to resolve any outstanding issues
4. Develop, review, and revise the athletic handbook and any athletic agreements that each athlete, parent, and coach must abide by, with recommendations from administration and coaches, and subject to school district approval.

SUPERVISION

1. Supervise and evaluate all PACs and coaches on an annual basis.
2. Work with the school principal in interviewing and making recommendations to renew coaches or hire new coaches.
3. Report all hires to the CEG office to initiate the application and background investigation processes.

4. Maintain First aid and CPR certification for yourself and all PACs and coaches
5. Keep up-to-date on all Title IX, MHSAA rules and School District Policies

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Working to live, teach, and support the Complete Life
- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Provide excellent customer service to students, parents, staff, vendors and other visitors
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff, community members and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- You have earned a minimum of a Bachelor's degree in Fitness, Physical Education, Education or additional area of relevant expertise (MDE alternative path to certification accepted), a Masters Degree is an added benefit
- You have previous experience working directly with children and enjoy working with them
- You have demonstrated computer skills (MS Word, Web Navigation, etc.) and are not intimidated by technology
- You love building positive rapport with staff, students, parents and others
- You possess strong written and verbal communication skills
- You know how to bring your own brand of creativity and passion to your work in order to enhance learning.
- You are able to successfully manage a classroom of students to foster an environment of learning and development
- You have the ability to plan engaging individual and group activities that stimulate growth and learning for each student
- You are flexible in terms of taking teaching assignments across the network (not limited to a single school or class)
- You possess attributes inherent in our Love. Learn. Lead. philosophy.

PHYSICAL DEMANDS

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

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

- Sitting, standing and walking for extended periods of time
- Dexterity of hands and fingers to operate assigned equipment and a computer keyboard
- Hearing and speaking to exchange information in person and on the telephone
- Reaching overhead and above shoulders to retrieve files and materials
- Bending at the waist, kneeling or crouching to file materials
- The employee must occasionally lift and/or move up to 25 pounds
- Eyesight to read a variety of materials

WORK ENVIRONMENT

Indoor/school office environment. Constant interruptions. 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 noise level in the work environment is usually moderate.

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Benefits at a Glance

Eligibility

All full-time employees are eligible to enroll in Medical, Dental, Vision, Flexible Spending Accounts, and Voluntary Life Plans. Basic Employee Life/AD&D, Short-Term Disability, and Long-Term Disability are fully covered by CEG.

Effective Date

Benefits begin for all eligible new hires on the first of the month following 30 days of active employment. For example, benefits would become effective for employees hired in August on October 1.

Benefits Offered

- Medical
 - Blue Care Network HMO 500
 - Blue Care Network HMO 1000
 - Blue Cross Blue Shield PPO 500
 - Blue Cross Blue Shield PPO 1000
- Dental
 - Guardian PPO 1750
 - Guardian DHMO
- VSP Vision
- Basic Employee Life (1x annual salary)
- Short and Long-Term Disability
- Optum Flexible Spending Accounts (Health & Dependent Care)
- Voluntary Employee, Spouse, and Child Life Insurance
- Supplemental Insurance Options:
 - Critical Illness
 - Personal Accident
 - Hospital Indemnity

	Employee Only	Employee + 1	Employee + Family
MEDICAL COVERAGE			
	Your Cost	Your Cost	Your Cost
BCBS PPO 500	\$163.47	\$483.77	\$624.89
BCBS PPO 1000	\$139.21	\$425.55	\$552.12
BCN 500 HMO	\$33.79	\$176.00	\$242.43
BCN 1000 HMO	\$19.60	\$141.94	\$199.85
DENTAL COVERAGE			
Guardian Dental PPO	\$7.57	\$21.97	\$36.70
Guardian DHMO	\$0.77	\$4.95	\$8.97
VISION COVERAGE			
BCBSM VSP Vision Plan	\$0.23	\$1.24	\$2.37

Retirement

All new hires are automatically enrolled in CEG's 403b Retirement Plan at a 4% contribution. CEG offers an employer match of 50% on employee contributions of up to 8%. Employees are fully vested in the plan following one year of service.

All-Purpose Days (PTO)

- 10-month
 - 10-month employees receive eight (8) PTO days per school year. Employees are able to rollover up to 40 hours to the next school year. If you are employed with CEG for six (6) or more years, you will receive a PTO payout of up to ten (10) days.
- 12-month
 - 12-month employees receive ten (10) PTO days for the first year of employment. Following the first year of service, 12-month employees earn PTO based on their length of service with CEG. Employees are able to rollover up to 40 hours to the next school year.

Holidays

CEG observes 14 holidays per year.

- Dr. Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day (July 4)
- Friday before Labor Day
- Labor Day
- Wednesday before Thanksgiving
- Thanksgiving
- Friday after Thanksgiving

All employees will receive two (2) weeks off work during Winter Break. This includes: Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

Employment Termination

If you leave employment with CEG, your benefits will continue until the end of the month in which your separation occurred. If desired, you can continue your benefits via COBRA, which is offered through our provider, Optum.

TITLE: Director of Communications

REPORTS TO: Senior Director of Operations

JOB FUNCTION: Supervises all Cornerstone communications; and manages marketing department operations to help the leadership of each pillar to increase learning opportunities for Cornerstone students, parent engagement, and Cornerstone's impact in its communities.

ORGANIZATION DESCRIPTION:

Cornerstone is a non-profit charter management company. We serve 3500 students on five campuses; one in Redford and four in Detroit.

We see transformed lives, for good, and a new city for all. We seek to realize this vision while embodying the values of **Love, Learn, and Lead**.

We believe it is a sacred act to love: to treat one another with care and dignity, to accept one another as we are, even as we nurture and challenge one another.

We believe it is a sacred act to learn: to be open and curious about how our world works, to listen deeply to those around us and those who came before us, to bring the humble heart of a beginner to everything we do.

We believe it is a sacred act to lead: to see and solve problems, to take responsibility for our choices, to take the initiative, to act in service to others.

We believe that these are sacred values for every person in our Cornerstone Family - our students, our families, our teachers, our staff, our business partners and our partner community.

While these values are eternal, Cornerstone is undergoing a process to review and align on its mission, vision, and values, building on its 28-year history and will work proudly to communicate any revisions.

Vision: We see transformed lives, for good, and a new city for all.

Mission:

At Cornerstone, our broad and beloved community will make possible an excellent education for our students to prepare them for a fulfilling life. To do this, we will help our students to become of good character, academically strong, and well-prepared for a good career. The 3 pillars of character, academics, and career are equally important as we prepare our students for a fulfilling life.

OUR CULTURE:

We value education and believe that we are a living curriculum for the children. We are centers of hope in the midst of a challenging urban setting. We are a shared community where everyone is accepted and has a critical role to play in the school family. We believe our diversity of experiences is a wonderful gift and a powerful strength.

DUTIES AND RESPONSIBILITIES:

- Provide direction for and supervise all copywriting, publishing, and press releases, both formal and storytelling.
- Ensure creative marketing materials undergo regular review and adhere to brand guidelines.
- Develop school-specific and external communications.
- Develop and lead strategies for social media communications.
- Lead strategic planning relating to communications, aligned with the Cornerstone mission.
- Supervise the development and implementation of Cornerstone news, public information, and marketing programs as well as specific promotional and informational projects, as required.
- Supervise the production of school publications, including newsletters, reports, brochures, advertisements, posters; writes and/or edits copies for a variety of communication vehicles including news releases, speeches, scripts, advertising/internet copies, public service announcements, video presentations, correspondence, and memoranda.
- Coordinate the timely and efficient dissemination of news and other information.
- Be available for after-hour urgent or crisis communication needs.
- Assist in the planning and execution of informational campaigns: maintains contact with electronic print and online media public service and program directors, editors and reporters, as well as corporate partners.
- Systematize the department and coach and train school leaders and other staff around effective communications strategies.
- Supervise projects to provide gifts and/or “swag” to members of the Cornerstone family.
- Manage and nurture marketing vendor relationships.
- Develop and manage marketing department budget.

Qualified candidates should skillfully demonstrate the following competencies:

- *the ability to prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;*
- *the strong desire to achieve outstanding results in a short amount of time;*
- *the ability to motivate others and influence their behaviors;*
- *the power to stay visibly focused and self-assured despite the barrage of personal and professional attacks common during turnaround;*
- *the talent to foster collective responsibility and ownership for greater student achievement;*
- *the aptitude to sustain an effective system of shared leadership and responsibility throughout Cornerstone;*
- *the commitment to allocating higher percentages of academy funds towards the direct instruction of students or otherwise aligned to students' needs.*

PROFESSIONAL QUALIFICATIONS:

Required:

- Bachelor's degree in Communications, Marketing, Journalism, or a related field.
- Minimum of three (3) years experience as a professional in public relations, advertising, marketing, journalism, radio and/or television or related field.
- Extensive experience as a writer, editor and/or designer of print, broadcast and online media, to include experience in marketing and advertising.
- Experience in planning and implementing programs and in problem-solving.
- Candidate must provide a portfolio of work for review during the selection process. Demonstrated ability to communicate effectively both in oral and written forms.

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THE ROLE

The Custodian plays an integral role in providing a safe and healthy learning and working environment for students and staff, by ensuring that buildings are functionally and aesthetically intact. This role will ensure that buildings are tidy, clean and well maintained. To ensure success in this role, the professional in this role must be skilled at prioritizing tasks and taking pride in their work. These professionals working for CEG will be energetic, upstanding, dexterous, and understand the importance of providing great customer service.

HERE IS WHAT YOU WILL DO

- Works with both standard and EPA/CDC approved chemicals and finishes for cleaning, sanitizing, and disinfection.
- Performs scheduled full cleaning assignments including deep cleaning to minimize the spread of COVID germs.
- Assist building engineer in the proper maintenance of the plumbing, heating, ventilating, air conditioning, and electrical systems of the school.
- Assist building engineer in implementing the preventative maintenance program for the facility.
- Perform basic maintenance tasks such as changing filters, replacing light bulbs, repairing furniture or equipment, etc.
- Dust mops or vacuums floors and dusts rooms, uses various vacuum cleaners, including a backpack vacuum.
- Washes windows and doors as appropriate
- Ensures that restrooms are cleaned 5-6 times per day (to include sanitizing stools, urinals, and fixtures)
- Deep cleaning during non-school days is completed to the satisfaction of the Building Engineer
- Ensures that the buildings are secured and locked daily according to procedures
- Replenishes, maintains, and repairs soap and paper dispensers
- Washes chalkboards, desks, chairs, walls, tables, and other room surfaces and furnishings
- Cleans lockers
- Maintains floors including floor finishing and floor machine operation
- Removes trash and re-lines trash receptacles
- Removes snow (or other debris) from walkways to minimize slip hazards

- May deliver milk and other supplies to classrooms for meal service – if applicable
- Moves and assembles furniture and other classroom equipment as authorized by immediate supervisor and the Building Engineer
- Continually checks, corrects, or reports dangerous equipment conditions and potentially hazardous situations
- Assists in summer building clean up and summer projects as directed by the Building Engineer and custodial contract
- Makes necessary arrangements with immediate supervisor for coverage of all events and activities as requested by the Building Engineer or designee
- Performs all work with integrity and provides a high level of customer service to fellow staff, students, and parents
- Perform other relevant porter duties as assigned

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Provide excellent customer service to students, parents, staff, vendors and other visitors
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff, community members and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- High School Diploma, GED, or suitable equivalent
- Basic mathematical skills
- Proficient knowledge of cleaning equipment and agents
- Ability to work with minimal supervision
- Proficient with handling basic maintenance repairs
- Physically agile and dexterous
- Available to work after hours
- Resilient to cleaning agents and chemicals
- Outstanding organizational skills

HERE'S WHY YOU'LL LOVE US

- We offer a competitive compensation and benefits package commensurate with experience
- Medical, Dental and Vision Coverage
- Retirement Savings Plan with Employer Match
- Paid Time-Off
- Performance and Referral Bonuses
- Short- and Long-Term Disability
- Flexible Care Spending Account

- Dependent Care Spending Account
- Group Life Insurance
- Optional Income Protection Plans
- We operate a positive and supportive working environment
- We foster and encourage innovation in student education and career development
- We facilitate professional development and other faculty and staff experiences
- We provide opportunities to engage in the Partner Program, Career Pathways and other sponsored Cornerstone community programs

Job Requirements

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THE ROLE

Join the Cornerstone family! We are looking for a Dean of Academics for Cornerstone Education Group located in Detroit. The Dean of Academics aids the Principal in supervising the daily operations of the school and becomes a role model, inspiring children and helping them achieve their potential every day. The Dean will also help oversee the successful delivery of all academic instruction in the grade levels assigned to her/him. We are looking for someone who reflects a standard of excellence in achieving goals and will interact with students in accordance with Cornerstone and MDE standards.

HERE'S WHAT YOU'LL DO

- Assist in the development and management of staff, including professional development opportunities
- Promote and provide opportunity for improvement in curriculum and instruction methods
- Promote an environment of collaboration and learning for students and staff
- Confidently provide and maintain a safe environment for all students and staff
- Serve as the stand-in for the Principal in her/his absence
- Work with faculty to implement ways to consistently engage students in learning
- Coordinate all testing throughout the school year
- Develop and/or implement an evaluation process for all teachers
- Record the following points and measure growth versus target:
 - Student achievement
 - Student attendance
 - Student retention
 - Student satisfaction
 - Stakeholder satisfaction
- Enrollment levels
- Staff retention
- Staff development
- Engagement level of students, parents/guardians and staff

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff, community members and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- You have obtained a bachelor's degree (required), and if you have a master's degree, that's a plus!
- You have current building administrator certification as required by the Michigan Department of Education (If not yet credentialed as a Building Administrator, you must be enrolled in an Admin certification program 6 months after starting the position)
- You have a minimum of five years of teaching and administrative experience, including supervisory responsibilities
- You have highly effective communication skills both in person and in writing
- You have fantastic interpersonal skills and know how to establish and maintain effective relationships with students, parents/guardians and other staff
- You are able to plan and oversee the work of others
- You know what it means to be customer-focused and results-oriented
- You have strong organizational and problem-solving skills
- You enjoy shaping the minds and experiences of young people
- You possess attributes inherent in the ten Cornerstone Character Words

HERE'S WHY YOU'LL LOVE US

- We offer a competitive compensation and benefits package commensurate with experience and subject to plan eligibility
 - Medical, Dental and Vision Coverage
 - Retirement Savings Plan with Employer Match
 - Paid Time-Off
 - Performance and Referral Bonuses
 - Advanced Degree Stipend
 - Short- and Long-Term Disability
 - Flexible Care Spending Account
 - Dependent Care Spending Account
 - Group Life Insurance
 - Optional Income Protection Plans
- We operate a positive and supportive working environment
- We foster and encourage innovation in student education and career development
- We facilitate professional development and other faculty and staff experiences
- We provide opportunities to engage in the Partner Program, Career Pathways and other sponsored Cornerstone community programs

WHO WE ARE

Our Mission is for all of us to live the Complete Life, within a broad and beloved community. As expressed by the Rev. Dr. Martin Luther King, Jr. this Life is of three equal parts: **Length** To live for a purpose born; **Breadth** To be a person for others; **Height** To know God. The journey requires: Humility, Patience, Joy, Courage and Forgiveness. We seek to hire top talent to help us fulfill this great mission. The Cornerstone Education Group is a non-profit organization that manages the Cornerstone Charter School network in Detroit, serving the community for nearly 30 years.

THE CORNERSTONE FAMILY

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THE ROLE

Join the Cornerstone family! We are looking for a **Dean of Students** for Cornerstone Education Group. The role is responsible for providing a safe and nurturing environment conducive to student learning by fostering a positive building culture. He/she inspires students through engagement and helps them work towards reaching their full potential. This colleague reflects a standard of excellence in achieving goals and interacts with students in a positive and meaningful way.

TITLE: Dean of Students

FLSA STATUS: Exempt

REPORTS TO: Building Leader

SUPERVISES: Student Advocate (if applicable)

HERE'S WHAT YOU'LL DO

- Assist in management and development of student incentive and behavior programs
- Work with Character Pillar Team to proactively build positive culture
- Partner with families and serve as a parent liaison to aid in student retention
- Require to stay after school for biweekly staff meetings, parent teacher conferences, monthly PTO meetings, and any other meetings requested by the Principal
- Direct experience via Scouting, Military, Athletic Coaching and/or other types of youth leadership to build and shape good character in young people
- Plan, monitor and evaluate Positive Behavior Systems
- Monitor school-wide attendance
- Promote and support the integration of Cornerstone's Three Pillars of Academics, Career and Character
- Promote an environment of collaboration and learning for students and staff
- Assist in the development and management of staff, including professional development opportunities
- Provides supervision and oversight of Student Advocates, if applicable
- Confidently provide and maintain a safe environment for all students and staff
- Serve as the stand-in for the Principal in her/his absence
- Work with faculty to implement ways to provide additional interventions to at-risk students
- Record the following points and measure growth versus target:
 - Student achievement
 - Student attendance

- Student retention
- Student satisfaction
- Stakeholder satisfaction
- Enrollment levels
- Engagement level of students, parents/guardians and staff
- **Foundational Norm : Care**
 - Demonstrate strong desire and ability to build meaningful, caring relationships with students in order to motivate and exert character, academic, and post-secondary influence
 - Maintain confidentiality, while upholding FERPA and mandated reporting requirements
 - Assist in maximizing instructional time for students
- **Technical Norm: Support**
 - Collect, input and analyze data to support instructional decisions (behavior, attendance, truancy interventions, parent call logs, etc. in MiStar)
 - Leverage the student support network to ensure that students' social, emotional, nutritional and health needs are addressed
 - Actively participate in ongoing student need-specific conversations designed to improve student learning
 - Support student learning/behavior plans (medical, behavioral, instructional), building safety plans
- **Technical Norm: Safety**
 - Create and maintain a safe environment in which the focus is on the promotion of positive behavior, under the direction of the building leaders
 - Guide students in working and socializing harmoniously and safely with other students
 - Provide an atmosphere based on the principles of the firm, fair, and consistent practices
- **Technical Norm: Citizenship**
 - Communicate accurately and timely with students and their families
 - Respect each student as an individual, and help them to develop responsible citizenship
 - Seek out knowledgeable teachers, peers, coaches or administrators for support in delivering the MTSS
- Perform other job-relevant duties as assigned

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Provide excellent customer service to students, parents, staff, vendors and other visitors
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff, community members and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- You have obtained a BS in Education or similar field (i.e. psychology, social work, or counseling); Master's Degree in Education or similar field is preferred.
- You have highly effective communication skills both in person and in writing
- You have fantastic interpersonal skills and know how to establish and maintain positive and effective relationships with students, parents/guardians and other staff
- You have knowledge of resources to aid in student success both within and outside of schools
- You know what it means to be customer-focused and results-oriented
- You have strong organizational and problem-solving skills
- You enjoy shaping the minds and experiences of young people

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting, standing and walking for extended periods of time
- Dexterity of hands and fingers to operate assigned equipment and a computer keyboard
- Hearing and speaking to exchange information in person and on the telephone
- Reaching overhead and above shoulders to retrieve files and materials
- Bending at the waist, kneeling or crouching to file materials
- The employee must occasionally lift and/or move up to 25 pounds
- Eyesight to read a variety of materials

WORK ENVIRONMENT

Indoor/school office environment. Constant interruptions. 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 noise level in the work environment is usually moderate.

Job Requirements

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HERE'S WHAT YOU'LL DO

- Operate Point of Sale System
- Assist students in following all cafe procedures
- Prepares & maintains daily and monthly records.
- Clean and maintain sanitary conditions in the café that meet health and safety requirements
- Sanitize tables after each service
- Attend in-service and training as required.
- Follow all federal, state, and local health regulations and guidelines.

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- The ability to prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- The strong desire to achieve outstanding results in a short amount of time;
- The ability to motivate others and influence their behaviors;
- The power to stay visibly focused and self-assured;
- The talent to foster collective responsibility and ownership for greater student achievement;
- The aptitude to sustain an effective system of shared leadership and responsibility throughout Cornerstone;

HERE'S WHY WE'LL LOVE YOU

- Minimum of high school diploma or equivalent is required
- Previous experience working with children is preferred
- Team player
- Ability to work in fast pace environment

HERE'S WHY YOU'LL LOVE US

- For fulltime colleagues, we are proud to offer a competitive compensation and benefits package commensurate with experience and subject to plan eligibility

- Medical, Dental and Vision Coverage
- Retirement Savings Plan with Employer Match
- Paid Time-Off
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- Advanced Degree Stipend
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- Dependent Care Spending Account
- Group Life Insurance
- Optional Income Protection Plans
- We operate a positive and supportive working environment
- We foster and encourage innovation in student education and career development
- We facilitate professional development and other faculty and staff experiences
- We provide opportunities to engage in the Partner Program, Career Pathways and other sponsored Cornerstone community programs

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THE ROLE

Our Hall Monitors are responsible for helping to ensure the successful and efficient flow of students from one class room or destination to another within a school building. We are looking for professionals who reflect a standard of excellence in achieving goals and will interact with students in accordance with Cornerstone's high standards.

HERE'S WHAT YOU'LL DO

- Management of the hall environment
- Directing students to the correct classrooms
- Escorting and/or directing students to their classroom or the administration office when students arrive late, or wandering the halls after the late bell rings
- Monitor and assist with lunch room and its clean-up
- Monitor behavior of students before, during and after school hours
- Assists teachers in safely removing students that are disruptive and escorting such students to the Dean of Students or administration office for corrective action
- Verifies the authenticity of hall passes of students. If doubtful, escorts student(s) to the Dean of Students or administration office for the appropriate course of action
- Maintains communication with administration office, Dean of Students, building engineer or other hall monitors
- Inspects restrooms to ensure students are not loitering or damaging facilities
- Reports all damage or writing on walls to the administration office, the Dean of Students and building engineer.
- Takes students caught damaging the restroom facilities to the administrative office for corrective action.
- Takes appropriate action to defuse any actions by students who initiate a confrontation
- Establishing and maintaining an orderly and supportive hallway environment that minimizes harms
- Participating in professional development opportunities
- Ability to lift and/or carry moderate weight, walks, climbs stairs, ramps, hear, speak, and work outside and inside.
- Ability to work with extreme noise on occasion, slippery and uneven surfaces
- Performs other job relevant duties as assigned

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Provide excellent customer service to students, parents, staff, vendors and other visitors
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff, community members and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- You have a High School Diploma or GED
- You have previous experience working directly with children and enjoy working with them!
- You have the ability to communicate, reason and understand verbal instruction
- Ability to coordinate and maintain emotional control under stress.
- You demonstrate a mature, responsible attitude.
- You have the ability to communicate effectively with students and peers.
- Ability to defuse confrontational situations in a positive, respectful, and safe manner.
- You love building positive rapport with staff, students, parents and others.

Job Requirements

PHYSICAL DEMANDS

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- Eyesight to read a variety of materials

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THE ROLE

Join the Cornerstone family! Our **Literacy Advocate** assists our Media Specialist (Librarian) with the tasks required to effectively operate and manage our school library. We are looking for engaging professionals who reflect a standard of excellence in achieving goals and will interact with students in accordance with Cornerstone's high standards.

HERE'S WHAT YOU'LL DO

- provides guidance to struggling readers
- organizes small-group reading sessions for students in 1st-3rd grade
- assists with the Book Fair
- assists with planning and conducting activities related to March- Reading Month
- participates in "read-aloud" in-class activities
- Plans initiates and carries to completion, clerical, secretarial, and administrative activities related to the operation of the school's library
- Maintains student library use; maintains library materials inventory
- Receives, processes, and shelves books and new library materials
- Assists students and staff with locating library resources
- Supervises students in the library to help ensure a safe and calm learning environment
- Maintains a professional appearance as an example to students
- Performs other job relevant duties as assigned

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- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- You have earned an Associate's Degree, or have obtained at least 60 credit hours of college credit
- You have previous experience working directly with children and enjoy working with them
- You are able to perform several tasks concurrently under varying deadlines
- You are able to exercise tact, good judgment, and initiative in dealing with students, faculty, and the public
- You are skilled in operating microcomputers, word processors and peripheral equipment
- You possess the ability to communicate clearly and concisely, both orally and in writing
- You have demonstrated proficiency in the use of Microsoft Word and Excel
- You are able to work efficiently under minimum supervision

Job Requirements

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THE ROLE

Join the Cornerstone family! We are looking for a **MTSS Intervention Support Team Member** for Cornerstone Education Group. This person will support general education teachers working with students in individual and/or group assignments under the Multi-Tiered Systems of Support model. This colleague reflects a standard of excellence in achieving goals and interacts with students in a positive and meaningful way.

HERE'S WHAT YOU'LL DO

- Works collaboratively with building leadership to monitor the fidelity of implementation of MTSS at the school level using the Edmentum platform
- Assists instructional personnel with the development and presentation of learning materials and instructional exercises for individual and small group instruction.
- Provides consultation, and support to administrators, teachers, and school-based leadership teams to facilitate implementation of a Multi-Tiered System of Supports (MTSS) at the school. Assistance activities include interpreting data and other supportive assistance necessary to implement a Multi-Tiered System of Supports.
- Attends all professional development and district-level MTSS meetings.
- Encourages and models skillful use of data to inform decision making.
- Maintains cooperative working relationships with parents, staff, and other district personnel.
- Maintains effective and timely written and oral communication with parents, staff and other school personnel.
- Serves, as requested on district committees. Develops and maintains a positive rapport with families and staff.
- Maintains professional competence through professional reading and attending appropriate workshops, courses, and conferences in keeping with the needs of students and in accordance with district guidelines.
- Maintains regular attendance.
- Performs other duties as assigned.

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

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- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- You have obtained a college degree (BA, BS or Associates)
- General knowledge of computers, computer commands, and various operating systems
- You are able to work with a high degree of accuracy
- You exercise sound independent judgment in correcting data errors or omissions
- You have highly effective communication skills both in person and in writing
- You have fantastic interpersonal skills and know how to establish and maintain positive and effective relationships with students, parents/guardians and other staff
- You know what it means to be customer-focused and results-oriented
- You have strong organizational and problem-solving skills

Job Requirements

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THE ROLE

Join the Cornerstone family! A **Paraprofessional** works with inspiring young people at the assigned grade level and will assist the teacher in their designated classroom with general student management and supervision and the delivery of academic instruction. We are looking for someone who reflects a standard of excellence in achieving goals and will interact with students in accordance with Cornerstone and MDE standards.

HERE'S WHAT YOU'LL DO

- Assist teacher with general classroom management and supervision
- Establish and maintain an orderly and supportive learning environment that maximizes student learning
- Support high levels of student engagement in academic instruction
- Implement creative methods of instruction (exercises and activities) that will help students learn and improve their academic performance in their classes
- Maintain open communication with teacher(s) about any student issues or special information
- Maintain a high quality of student activities including alignment with organization and state standards
- Maintain a high standard of professionalism, including confidentiality
- Conduct individual or group tutoring sessions with students to help them master and reinforce concepts
- Prepare and maintain accurate student records, including progress and attendance reports
- Communicate continually with students on learning and achievement expectations and their progress in meeting those expectations
- Maintain continuous communication with parents/guardians to keep them informed of the progress of their child

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Leverage data to drive decision making

- Build, further develop and maintain positive relationships with students, parents, staff and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE'LL LOVE YOU

- You have obtained an associate's degree, and if you have a bachelor's degree, that's a plus!
- You have unique talents and know how to bring your own brand of creativity and passion to your work
- You demonstrate a confident and working knowledge of multiple teaching techniques and academic programs
- You have the analytical ability to plan engaging individual and group activities that stimulate growth and learning for each student
- You enjoy shaping the minds and experiences of young people
- You possess attributes inherent in the ten Cornerstone Character Words

HERE'S WHY YOU'LL LOVE US

- We offer a competitive compensation and benefits package commensurate with experience and subject to plan eligibility
- Medical, Dental and Vision Coverage
- Retirement Savings Plan with Employer Match
- Paid Time-Off
- Performance and Referral Bonuses
- Advanced Degree Stipend
- Short- and Long-Term Disability
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THE ROLE

Join the Cornerstone family! Our **Reading Specialist** works with inspiring young people by providing supplemental academic instruction. This role will also be responsible for coaching targeted students and/or classrooms. We are looking for someone who reflects a standard of excellence in achieving goals and will interact with students in accordance with Cornerstone and MDE standards.

HERE'S WHAT YOU'LL DO

- Work closely with faculty, staff and parents to identify students who need tutoring and extent of tutoring required
- Deliver supplemental instruction to individual students and/or classrooms as needed to help increase learning and comprehension
- Implement creative methods of instruction/coaching (exercises and activities) that will help students learn and improve their academic performance in their classes
- Support the integration of technology in effective academic instruction
- Maintain a high quality of student activities including alignment with organization and state standards
- Prepare and maintain accurate and complete student records including student achievement and progress
- Demonstrate a confident working knowledge of assigned content area(s) including appropriate instructional strategies, available resources and the use of technology to enhance instruction and organization
- Communicate continually with students on learning and achievement expectations and their progress in meeting those expectations
- Maintain continuous communication with parents/guardians to keep them informed of the progress of their child

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff and others

- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE'LL LOVE YOU

- You have obtained a bachelor's degree in education (required) and if you have a master's degree, that's a plus!
- You have current certifications, licensure and registrations as required by the Michigan Department of Education
- You comply with Michigan teacher continuing education requirements
- You have a Michigan endorsement with approval or certification in Reading
- You have a Reading Specialist certification, or the equivalent amount of training focused on research-based practices
- You have five years (or more) of experience teaching in grades K-3
- You have unique talents and know how to bring your own brand of creativity and passion to your work
- You have proven success teaching at-risk students in the area of literacy
- You have knowledge of current state literacy standards for grades K-3
- You have strong instructional skills and a working knowledge base of literacy components, such as phonics, fluency, vocabulary and comprehension
- You have the analytical ability to plan engaging individual and group activities that stimulate growth and learning for each student
- You are willing to attend meetings or trainings outside of work hours
- You enjoy shaping the minds and experiences of young people
- You possess attributes inherent in the ten Cornerstone Character Words

HERE'S WHY YOU'LL LOVE US

- We offer a competitive compensation and benefits package commensurate with experience and subject to plan eligibility
 - Medical, Dental and Vision Coverage
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HERE'S WHAT YOU'LL DO

- Interview clients and their families
- Plan, direct, and conduct rehabilitative treatment programs for students relating to social, emotional, and life adjustments to school and/or society
- Assist students in gaining positive and productive educational experiences
- Demonstrate a confident working knowledge of student needs, societal trends, areas of focus, and the cultural demographic where the school is located
- Coordinate and plan programs and activities to meet the social and emotional needs of families
- Lead teams of teachers, aides, parents, administrators and others who work with students in conducting functional behavior assessments and developing behavior intervention plans
- Lead an evaluation team in conducting the initial assessment and comprehensive evaluation when determining eligibility for Emotional Impairment or Autism Spectrum Disorder
- Serve as a case manager, evaluator and representative to the Multidisciplinary Evaluation Team when determining eligibility for Emotional Impairment or Autism Spectrum Disorder
- Provide crisis intervention and assist families in understanding the situation and their impact on daily life
- Assist in development and training of staff, including providing guidance and support to staff in the delivery of academic instruction
- Promote improvement in curriculum and instruction, to include an attitude of inclusion, equity and acceptance for all
- Promote environment of collaboration and learning amongst students, faculty and staff
- Monitor and analyze student data as needed

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff, community members and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students

- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- You have obtained a master's degree in social work
- You have current certifications, licensure and registrations as required by the Michigan Department of Education
- You have the ability to review data and make recommendations based on the information
- You have experience working in challenging situations and doing so with wisdom and grace
- You have fantastic communication skills whether you are speaking with children or adults
- You operate in an upbeat and positive attitude
- You know how to anticipate future obstacles and readjust to meet challenges
- You have fantastic interpersonal skills and know how to establish and maintain effective relationships with students, parents/guardians and other staff
- You have strong organizational and problem-solving skills
- You enjoy shaping the minds and experiences of young people
- You possess attributes inherent in the ten Cornerstone Character Words

HERE'S WHY YOU'LL LOVE US

- We offer a competitive compensation and benefits package commensurate with experience and subject to plan eligibility
- Medical, Dental and Vision Coverage
- Retirement Savings Plan with Employer Match
- Paid Time-Off
- Performance and Referral Bonuses
- Advanced Degree Stipend
- Short- and Long-Term Disability
- Flexible Care Spending Account
- Dependent Care Spending Account
- Group Life Insurance
- Optional Income Protection Plans
- We operate a positive and supportive working environment
- We foster and encourage innovation in student education and career development
- We facilitate professional development and other faculty and staff experiences
- We provide opportunities to engage in the Partner Program, Career Pathways and other sponsored Cornerstone community programs

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting, standing and walking for extended periods of time
- Dexterity of hands and fingers to operate assigned equipment and a computer keyboard
- Hearing and speaking to exchange information in person and on the telephone
- Reaching overhead and above shoulders to retrieve files and materials

- Bending at the waist, kneeling or crouching to file materials
- The employee must occasionally lift and/or move up to 25 pounds
- Eyesight to read a variety of materials

WORK ENVIRONMENT

Indoor/school office environment. Constant interruptions. 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 noise level in the work environment is usually moderate.

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HERE'S WHAT YOU'LL DO

- Support the building leader in the formation of the Complete Life priorities for students
- Participates in a multidisciplinary team of professionals
- Facilitate student social emotional learning
- Collaborates with outside agencies to coordinate continued support for students
- Shares information, resources and assistance to students, parents and leadership
- Supports development of behavior intervention plans and implementation of strategies
- Consults with teachers, support staff and administrators in managing effective behavioral problems, home-school relations and behavior management
- Assists small groups or individuals in counseling related to school or personal problems
- Complete systematic observations and relevant documentation when appropriate
- Attend relevant professional development
- Provides training to staff related to behavior needs
- Watches for signs of child abuse; reports suspected cases to building leadership
- Actively participates as part of the school's Crisis Response Team
- Maintains confidentiality, while upholding FERPA and mandated reporting requirements
- Performs other job relevant duties as assigned

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Provide excellent customer service to students, parents, staff, vendors and other visitors
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff, community members and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- You possess a Bachelor's degree in psychology, social work, or related field
- You have demonstrated knowledge of crisis intervention
- You have previous experience working directly with children and enjoy working with them
- You have demonstrated computer skills (MS Word, Web Navigation, etc.) and are not intimidated by technology
- You love building positive rapport with staff, students, parents and others; able to work well within a team
- You are naturally empathetic and have a calming disposition
- You possess strong written and verbal communication skills
- You are able to successfully manage a group of students to foster an environment of learning and development
- You have the ability to plan engaging individual and group activities that stimulate engagement for each student

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting, standing and walking for extended periods of time
- Dexterity of hands and fingers to operate assigned equipment and a computer keyboard
- Hearing and speaking to exchange information in person and on the telephone
- Reaching overhead and above shoulders to retrieve files and materials
- Bending at the waist, kneeling or crouching to file materials
- The employee must occasionally lift and/or move up to 25 pounds
- Eyesight to read a variety of materials

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THE ROLE

Join the Cornerstone family! The Special Education Teacher/Coordinator will provide day to day support to students with disabilities in his or her caseload. This individual will also provide leadership for coordinated efforts and activities in meeting the needs of students receiving special education programs and services, their staff, and community.

HERE'S WHAT YOU'LL DO

- Teaching a small group of students and individuals inside and outside of the classroom.
- Implement and maintain Special Education programs and services in accordance with federal and state administrative rules.
- Prepares a wide variety of written materials (e.g., assessment reports, IEPs, correspondence, internal and external program audits, correspondence, and curriculum materials etc.) for the purpose of documenting activities, providing written reference and/or conveying information.
- Developing and adapting individualized teaching methods that are suitable for each of the students
- Collaborating with the Class Teacher to build a better learning environment for the students.
- Updating parents on their children's progress and giving recommendations to promote a better learning environment at home
- Assist the IEP team in identifying the range of placement options, determining the least restrictive environment and coordinate school-based implementation of the IEP's.
- Assist teachers in implementing best practices in IEP development and implementation for academic improvement and compliance with State and Federal Law
- Provide professional development through in-service training and individual support to Special Education Teachers and ancillary staff
- Provide coaching to Special Education staff in the proper maintenance of required records (including cumulative and electronic records) at the school level for compliance with Federal, State and District mandates.
- Review student evaluations (i.e., IEP, BIP/FBA, etc.), and other pertinent records in conjunction with Individual Educational Plan / Evaluation Review Team Meetings
- Maintain/Monitor required records at the District level for Cornerstone Staff for compliance with Federal, State and District mandates
- Assists in preparing cases for District Compliance Reports

- Assists in the planning of workshops and other in-service programs
- Engages in review of Special Education files and student evaluation activities related to Special Education, as assigned by the Director of Special Education
- Coach special education teachers in classrooms and provide feedback to instructors which include but are not limited instruction, assessments, progress monitoring, compliance, etc.
- Maintains confidentiality, while upholding FERPA and mandated reporting requirements
- Other responsibilities as assigned by the Director of Special Education in a timely manner

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum
- Provide excellent customer service to students, parents, staff, vendors and other visitors
- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE'LL LOVE YOU

- You have obtained a Master's degree in Education
- You possess current Michigan teaching certificate with either an Elementary or Secondary Special Education endorsement
- You have at least three years of Special Education classroom experience
- You possess demonstrated knowledge and understanding of Special Education regulations and compliance practices; as well as knowledge of IDEA and MARSE
- You are able and willing to work in a multicultural setting with at-risk student populations
- You have excellent written and verbal communication skills
- You are highly organized and able to maintain accurate and thorough records
- You exercise great time management and follow up skills
- You are willing to attend meetings or trainings outside of work hours

HERE'S WHY YOU'LL LOVE US

- We offer a competitive compensation and benefits package commensurate with experience and subject to plan eligibility
 - Medical, Dental and Vision Coverage
 - Retirement Savings Plan with Employer Match
 - Paid Time-Off
 - Performance and Referral Bonuses
 - Advanced Degree Stipend
 - Short- and Long-Term Disability
 - Flexible Care Spending Account
 - Dependent Care Spending Account

- Group Life Insurance
 - Optional Income Protection Plans
- We operate a positive and supportive working environment
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- We facilitate professional development and other faculty and staff experiences
- We provide opportunities to engage in the Partner Program, Career Pathways and other sponsored Cornerstone community programs

Job Requirements

PHYSICAL DEMANDS

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- Sitting, standing and walking for extended periods of time
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THE ROLE

Join the Cornerstone family! The Speech Pathologist assists the Special Education Director in diagnosing and treating language challenges in the student body. She/he works daily with inspiring young people to encourage and assist them with speech improvement and communication skills. We are looking for someone who reflects a standard of excellence in achieving goals and will interact with students in accordance with Cornerstone and MDE standards.

HERE'S WHAT YOU'LL DO

- Perform assessments and evaluations to discover and diagnose student language or communication challenges and create treatment plans based on the diagnosis
- Provide consistent quality in speech and language services as specified on Individualized Education Plans
- Plan, direct and conduct rehabilitative treatment programs
- Monitor and track student achievement and growth towards communication goals
- Demonstrate a confident working knowledge of assigned content area(s) including appropriate instructional and rehabilitative strategies and available resources
- Comply with IDEA (Individuals with Disabilities Education Act) generated timelines and guidelines
- Assist in management and development of staff regarding the speech and language needs of students
- Promote clear communication and collaboration with students, faculty and staff
- Organizing data to develop student, classroom and school profiles
- Continually communicating with students on instructional expectations and their progress in meeting those expectations
- Assuring continuous communication with parents/guardians to keep them informed of the progress of their child
- Serve as a case coordinator and Multidisciplinary Evaluation Team representative for students with speech/language impairments

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum

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- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE WILL LOVE YOU

- You have obtained a master's degree in a speech-related field
- You have current certifications, licensure and registrations as required by the Michigan Department of Education
- You have an updated Certification of Clinical Competence (CCC)
- You have the ability to review data and make recommendations based on the information
- You have a creative and positive approach to problem-solving
- You have experience working in challenging situations and doing so with wisdom and grace
- You have fantastic communication skills whether you are speaking with children or adults
- You show a familiarity with a variety of concepts, practices and procedures in the field
- You have a strong understanding of formative assessment strategies
- You operate in an upbeat and positive attitude
- You have fantastic interpersonal skills and know how to establish and maintain effective relationships with students, parents/guardians and other staff
- You have strong organizational skills
- You enjoy shaping the minds and experiences of young people
- You possess attributes inherent in the ten Cornerstone Character Words

HERE'S WHY YOU'LL LOVE US

- We offer a competitive compensation and benefits package commensurate with experience and subject to plan eligibility
- Medical, Dental and Vision Coverage
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HERES WHAT EVERYONE AT CORNERSTONE DOES

- the ability to prioritize student-learning needs over the customs, routines, and established relationships that can stand in the way of necessary change;
- the strong desire to achieve outstanding results in a short amount of time;
- the ability to motivate others and influence their behaviors;
- the power to stay visibly focused and self-assured;
- the talent to foster collective responsibility and ownership for greater student achievement;
- the aptitude to sustain an effective system of shared leadership and responsibility throughout Cornerstone.

HERE'S WHY WE WILL LOVE YOU

- Enrolled in an Alternative Certification Program or Teaching Program at a University.
- Previous experience working directly with children and enjoy working with them!
- Demonstrated computer skills (MS Word, Web Navigation, etc.) and are not intimidated by technology.
- Possess strong written and verbal communication skills.

HERE'S WHY YOU'LL LOVE US

For fulltime colleagues, we are proud to offer a competitive compensation and benefits package commensurate with experience and subject to plan eligibility

- Medical, Dental and Vision Coverage
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THE ROLE

Join the Cornerstone family! We are looking for a **Tutor** to work with inspiring young people at the assigned grade level and will be responsible for assisting students with their studies for the purpose of improving their academic performance in a particular subject. We are looking for someone who reflects a standard of excellence in achieving goals and will deliver instruction to students in accordance with Cornerstone and MDE standards.

HERE'S WHAT YOU'LL DO

- Work closely with faculty, staff and parents to determine each student's needs and extent of tutoring required
- Conduct individualized tutoring sessions for students with academic deficiencies
- Determine student's needs for additional assistance in other areas, such as counseling, and refer as necessary
- Implement creative methods of instruction (exercises and activities) that will help students learn and improve their academic performance in their classes
- Devote 4 days per week (Monday, Tuesday, Wednesday, Thursday), 4 hours per day during school hours to scheduling tutoring times with students from 8:00 a.m. until noon.
- Maintain a high quality of student activities including alignment with organization and state standards
- Prepare and maintain accurate and complete student records including student achievement and progress
- Demonstrate a confident working knowledge of assigned content area(s) including appropriate instructional strategies and available resources
- Establish and maintain an orderly and supportive learning environment that maximizes student learning
- Communicate continually with students on learning and achievement expectations and their progress in meeting those expectations
- Maintain continuous communication with parents/guardians to keep them informed of the progress of their child

HERE'S WHAT EVERYONE AT CORNERSTONE DOES

- Support and actively engage in the alignment of Career Pathways' workforce readiness initiatives and curriculum

- Leverage data to drive decision making
- Build, further develop and maintain positive relationships with students, parents, staff and others
- Consistently maintain work habits, appearance and behavior that serve as a positive model for students
- Expand your knowledge and skills by participating in professional development opportunities

HERE'S WHY WE'LL LOVE YOU

- You have obtained a bachelor's degree in education (required) and if you have a master's degree, that's a plus!
- You have current certifications, licensure and registrations as required by the Michigan Department of Education
- You comply with Michigan teacher continuing education requirements
- You have unique talents and know how to bring your own brand of creativity and passion to your work
- You demonstrate a confident and working knowledge of multiple teaching techniques and academic programs
- You have the analytical ability to plan engaging individual and group activities that stimulate growth and learning for each student
- You enjoy shaping the minds and experiences of young people
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HERE'S WHY YOU'LL LOVE US

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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.

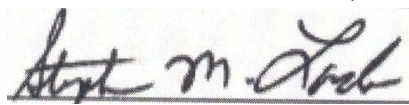
Included in this evaluation shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

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: 6/13/2023



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the WPA Board of Directors at a properly noticed open meeting held on the 13th day of JUNE, 201²³, at which a quorum was present.



Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

APPLICATION AND ENROLLMENT OF STUDENTS

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.

It is the policy of the Board that its educational service provider develops 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. The school will comply with all applicable federal and state laws related to admissions and enrollment.

Enrollment Limits

At Washington-Parks Academy enrollment goal for 2023-2024 school year shall be **562**

and the budget will be based on the enrollment goal. The breakdown looks like:

Gr.	Sec	Fall '23 Budget Goal
KG	3	75
1st	3	75
2nd	2	56
3rd	2	56
4th	2	60
5th	2	56
6th	2	56
7th	2	71
8th	2	57
Total	20	562

The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Code provides that public school academies shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a Michigan school district and may give enrollment priority as provided below.

- Academy enrollment shall be open to all individuals who reside in Michigan.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan school district.
- The Academy shall allow any pupil who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy unless the appropriate grade is not offered.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

The Academy may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy.
- The children of school employees will be given enrollment preference as long as they submit an application and all required materials by the deadline for new student applications and have been hired prior to the date of the enrollment lottery.

Application Process

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy's open enrollment period shall be a minimum of two weeks (14 calendar days) in duration and shall include evening and weekend times.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the Academy's next open enrollment period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.

Legal Notice or Advertisement

- The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation.
- At a minimum, the legal notice or advertisement must include:
 1. The process and/or location(s) for requesting and submitting applications.
 2. The beginning date (04/01/2023) and the ending date (06/12/2023) of the application period.
 3. The date, time, and place the random selection drawing(s) will be held, if needed. (6/13/2023 at the school building at 4:00 p.m.)

Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child by turning in the “Intent to Return” form.
- If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- After collecting the parent or guardian responses, the Academy must determine the following:
 1. The number of students who have re-enrolled per grade or grouping level.
 2. The number of siblings seeking admission for the upcoming academic year per grade.
 3. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 4. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing (Lottery Process)

A random selection drawing is required if the number of applications exceeds the number of available spaces. Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or age grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.

The Academy shall:

- Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

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

NOTE ON SIBLING PREFERENCE:

We want to accommodate families with more than one eligible child, so we give preference to siblings of children who are already enrolled in the school. The eligible sibling will be given the first available seat, or placed on the waiting list with sibling preference, over children who have no enrolled siblings. At our schools we also grant preference to children whose sibling has been offered a seat to the school (accepted).

Children who share at least one common parent or legal guardian and live in the same household at least 50% of the time are eligible for sibling preference.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE



CORNERSTONE SCHOOLS

Common Calendar: 2023-2024

Month	Date	Description	Days
August	8/23/23 8/30/23 8/31/23	All Staff Returns(tentative) All Staff PD day (tentative) Parent Orientation (tentative)	1
September	9/5/23 9/29/23	First day for students No School: PD Day for Staff	19
October	10/4/23 10/26/23 10/27/23	Fall Count Day No School: PD Day for Staff No School: Parent Teacher Conferences (K-12)	20
November	11/7/23 11/22/23 11/23/23 11/24/23 11/27/23	No School: Staff PD Day No School: Thanksgiving Break No School: Thanksgiving Break No School: Thanksgiving Break Classes Resume	19
December	12/25/23 - 12/29/23	No School: Winter Break	16
January	1/1/24 -1/5/24	No School: Winter Break	17
February	2/8/24 2/9/24 2/14/24 2/19/24	No School: Staff PD Day No School: Parent Teacher Conferences (K-12) Supplemental Count Day No School: President's Day	19
March	3/13/24 3/25/24 - 3/29/24	No School: Staff PD Day No School: Spring Break	16
April	4/1/2024	Classes Resume	22
May	5/27/2024	No School: Memorial Day	22
June	6/13/24 6/14/24	Last Day of school for students Staff Last Day	10
Total Days of Instruction: 181 Days			181

[illegible]

	4A - TBA	4B - Fuller	5A - Duncan	5B - Brooks
7:15 - 8:00	Morning Arrival / Breakfast			
8:05 - 8:25	Morning Assembly / Classroom Carpet / CL Exercise			
8:30 - 9:15	Reading	Reading	Reading	Reading
9:20 - 10:05				
10:10 - 10:55	Specials	Specials	Specials	Specials
11:00 - 11:25	Lunch	Lunch	Lunch	Lunch
11:30 - 11:55	Math	Math	Math	Math
12:20 - 1:05				
1:10 - 1:55	Intervention	Intervention	Intervention	Intervention
2:00 - 2:45	Sci/SS	Sci/SS	Sci/SS	Sci/SS
2:50 - 3:00	Character Development	Character Development	Character Development	Character Development

[illegible]

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED



WASHINGTON-PARKS ACADEMY

At Washington-Parks Academy the grade range of students is Kindergarten through 8th grade. Students are placed at appropriate grade level based on their age. A child must be five years old on or before September 1 to enroll in kindergarten.

SCHEDULE 7-8

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



Washington Parks Academy

Address: 11685 Appleton, Redford, MI 48239

Originally constructed in 1966, and renovated in 2006.

Building Description: 2 story steel and masonry school building with a partial below grade.

Square footage: Gross: 127,641 sf

Occupancy

4	Kindergarten
32	Classrooms 1 st thru 8 th Grade
13	Shared room – Music, Vocal, Spanish, Art, Gym, Library, (3) Science Labs, (2) Technology Labs, Chapel and Cafeteria
9	Offices
13	Resources/Special Ed
1	Courtyard
1	Playground
1	Football field

EDUCATIONAL SERVICES AGREEMENT

Between

THREE PILLARS ANEW d/b/a CORNERSTONE EDUCATION GROUP

And

WASHINGTON-PARKS ACADEMY

EDUCATIONAL SERVICES AGREEMENT

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EDUCATIONAL SERVICES AGREEMENT

THIS EDUCATIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into as of July 1, 2023, by and between THREE PILLARS ANEW d/b/a CORNERSTONE EDUCATION GROUP (“CORNERSTONE”), and WASHINGTON-PARKS ACADEMY, a body corporate and Michigan public school academy (the “ACADEMY”).

RECITALS

A. The ACADEMY is organized and operated under Part 6A of the Michigan Revised School Code (the “**Code**”) and pursuant to a charter contract issued by the Board of Trustees of Grand Valley State University (the “**Authoring Body**”). The ACADEMY for purposes of this Agreement is comprised of: (1) the Washington Parks Academy (Grades K-8) located at 11685 Appleton, Redford Charter Twp., Michigan 48239; (2) the Lincoln-King Academy: Adams-Young Campus Elementary School located at 13130 Grove Street, Detroit, MI 48235, and (3) the Lincoln-King Academy Middle School (Grades 6-10) located at 13436 Grove Street, Detroit, MI 48235.

B. The charter contracts between the ACADEMY and Authorizing Body, including its amendments and other agreements or documents incorporated is referred to herein as the “**Charter**.” This Agreement shall be subject to and comply with the terms and conditions of the Charter.

C. The ACADEMY is organized and administered under the direction of a board of directors (the “**Board**”) and has the power, authority, and duties established in the Code and the Charter, specifically including the authority to enter into binding legal agreements with persons or entities as necessary for the operation, management, financing, and maintenance of the ACADEMY. Upon issuance of the Charter to the Board by the Authorizing Body, the Board will be vested with all powers and authority necessary to operate a public school academy under the Code.

D. CORNERSTONE offers business, administrative, educational support, and human resource services relative to the operation, management, and maintenance of public school academies. CORNERSTONE has the expertise, training, capacity, and qualifications to perform the services contemplated under this Agreement.

E. The ACADEMY and CORNERSTONE desire to create an enduring educational alliance through which the ACADEMY and CORNERSTONE will work together to promote educational excellence and innovation, based on CORNERSTONE’S school design, comprehensive educational program and management principles.

F. In order to facilitate the operation of the ACADEMY, and to continue to implement an innovative educational program at the ACADEMY, the parties desire to establish this agreement, as defined in MCL 380.503c(2)(c), for the operation, management, and maintenance of the ACADEMY.

THEREFORE, in consideration of the mutual promises and benefits contained in this Agreement, the parties agree as follows:

ARTICLE I

DESCRIPTION OF SERVICES AND RELATIONSHIP OF PARTIES

1.1 Services. Subject to the terms and conditions of this Agreement and to the extent permitted by law, the parties agree that CORNERSTONE shall provide all labor, materials, and supervision necessary for the provision of comprehensive educational, administrative, operational, management, and instructional services to the ACADEMY (the “**Services**”). The responsibilities of CORNERSTONE under this Agreement are set forth with greater specificity in Article III.

1.2 Licensing Agreement. CORNERSTONE covenants that it shall comply with any third-party licensure, copyright, trademark or other intellectual property agreements it has entered into with a third-party, and which relates to the capacity of CORNERSTONE to provide Services pursuant to this Agreement.

1.3 Status of Parties. CORNERSTONE is a not-for-profit Michigan corporation, and is not a division or a part of the ACADEMY. The ACADEMY is a body corporate and governmental entity authorized by the Code, and is not a division or part of CORNERSTONE. Except as expressly provided in this Agreement, no agent or employee of CORNERSTONE shall be deemed to be the agent or employee of the ACADEMY. Each party shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, if any. The relationship between CORNERSTONE and the ACADEMY is based solely on the terms of this Agreement, and the terms of any other written agreements between CORNERSTONE and the ACADEMY.

1.4 No Related Parties. CORNERSTONE will not have any role or relationship with the ACADEMY that, in effect, substantially limits the ACADEMY’s ability to exercise its rights, including cancellation rights, under this Agreement. The ACADEMY’s Board shall not include any director, officer or employee of CORNERSTONE. None of the voting power of the ACADEMY’s Board will be vested in CORNERSTONE or its directors, members, managers, officers, and employees, and none of the voting power of the Board of Directors of CORNERSTONE will be vested in the ACADEMY or its directors, members, managers, officers and employees, if any. Furthermore, the ACADEMY and CORNERSTONE shall not be members of the same controlled group as defined in Section 1.150-1(1) of the Internal Revenue Code of 1986, as amended, or be related persons as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended. CORNERSTONE shall disclose in writing to the ACADEMY any interest in property being sold or leased to the ACADEMY.

1.5 Power to Obligate or Bind State of Michigan, University Board or the University. The ACADEMY has no authority 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 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, mortgage, loan or other instrument of indebtedness entered into by the ACADEMY.

1.6 Personnel Qualifications. Personnel assigned by CORNERSTONE to perform services under this Agreement for the ACADEMY shall be fully certified, licensed, approved and

otherwise qualified to perform the functions assigned pursuant to and in conformance with the provisions of the Michigan Revised School Code, and other applicable statutes or regulations, pertinent to the work performed under this Agreement. CORNERSTONE will not furnish any personnel to the ACADEMY who would be ineligible for employment by the ACADEMY if such person(s) were instead employed directly by the ACADEMY under the above statutory and regulatory provisions.

1.7 Background Checks. CORNERSTONE agrees that it shall not assign any of its employees, agents, or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b, and related provisions of the Code pertaining to unprofessional conduct, criminal background, and criminal conduct checks. In accordance with state law and the Michigan State Police regulations, the ACADEMY and/or a designated representative of CORNERSTONE shall conduct the appropriate criminal background checks in the manner required by applicable law, regulation, and policy, including as it relates to the obtaining, storage, and dissemination of Criminal History Record Information (“CHRI”) and the registering and use of the Criminal History Records Internet Subscription Service (“CHRISS”). CORNERSTONE and the ACADEMY shall use CHRI and CHRISS only as permitted by law to confirm that the individual does not have a criminal history and to evaluate the qualifications of the individual for his/her assignment.

The ACADEMY reserves the right to refuse CORNERSTONE’S assignment of any individual, agent, contractor, or employee of CORNERSTONE to render Services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the ACADEMY’s judgment, unfitness to perform Services under this Agreement. In the event that, after assigning an individual, agent, contractor, or employee to perform Services under this Agreement, CORNERSTONE discovers previously unknown criminal record history or subsequently arising criminal charges or convictions regarding that individual, CORNERSTONE shall disclose this criminal record history or development to the ACADEMY’s Board to permit the Academy’s Board to determine, in its judgment, the continuing fitness of the individual to perform Services under this Agreement.

The parties agree that the ACADEMY shall be responsible for the costs associated with the criminal history checks and criminal records checks required pursuant to the terms of this Agreement and the applicable laws.

1.8 Compliance with Section 503c. On an annual basis, CORNERSTONE 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.

1.9 Independent Contractors. In the performance of services under this Agreement, CORNERSTONE (its employees, agents, and contractors) shall be regarded at all times as performing services as independent contractors of the ACADEMY. Consistent with that status,

CORNERSTONE reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement and the ACADEMY shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by CORNERSTONE in providing Services under this Agreement.

1.10 Cornerstone Authorized Access to Information. Notwithstanding the foregoing, during the term of this Agreement, the ACADEMY may disclose Confidential Data and Information (as defined in Article VI of this Agreement) to CORNERSTONE (its employees, agents or contractors) to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232(g), 34 CFR Part 99; the Individuals 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 Americans 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; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

1.11 Privacy. Except as permitted under the Code, CORNERSTONE shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an ACADEMY student's education records. If CORNERSTONE receives information that is part of an ACADEMY student's education records, CORNERSTONE shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136.

1.12 CORNERSTONE'S Employment Responsibilities.

1.12.1 Discretion and Control. CORNERSTONE shall be regarded, designated and considered to be the sole employer with respect to all individuals whom CORNERSTONE may select, employ and assign to provide Services under this Agreement. CORNERSTONE shall be exclusively and solely responsible for selecting, compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom CORNERSTONE employs in connection with providing Services under this Agreement. To the extent that CORNERSTONE may subcontract any or all aspects of the Services it agrees to provide to the Academy under this Agreement, CORNERSTONE represents that it shall include in any subcontracted services agreement provisions comparable to those contained in this Article I to identify the employer of any person providing services under a contracted services agreement or, in the absence of an employer and in the case of an independent contractor, to expressly provide that the service provider is an independent contractor, and is not intended to be, and shall not be regarded as, an employee of the Academy.

I.12.1.a Constraints of Budget and Educational Program. All decisions made by CORNERSTONE, and any discretion exercised by CORNERSTONE, in its selection, evaluation, assignment, discipline, and transfer of personnel under this Agreement, shall be consistent with the Budget (Section 3.4), the parameters adopted and included in the Educational Program (Section 3.2), and applicable law.

I.12.1.b Administrator. Because the accountability of CORNERSTONE to the ACADEMY is an essential foundation of this Agreement and because the ACADEMY administrator (the “**Administrator**”) is critical to the ACADEMY’s success, CORNERSTONE shall have the authority, consistent with Subsection 1.9.1 above, to select, supervise and discipline the Administrator, and to hold the Administrator accountable for the performance of the ACADEMY. However, CORNERSTONE shall consult with the Board with respect to the hiring and termination of the Administrator. This provision is not intended, and shall not be construed, to affect the right of CORNERSTONE, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

I.12.1.c Teachers. At the ACADEMY’s reasonable request, CORNERSTONE will remove a teacher assigned to provide services under this Agreement at the end of the school year if the teacher’s performance is minimally effective or ineffective. This provision is not intended, and shall not be construed to affect the right, and will in no way affect the right, of CORNERSTONE, in its sole discretion as employer, to hire, assign, reassign, discipline and/or terminate its own employees.

1.12.2 Payment of Salaries and Benefits. CORNERSTONE shall pay all salaries, wages, benefits, payroll and other taxes to or on account of its employees. To the extent that CORNERSTONE may subcontract any or all aspects of the Services it agrees to provide to the Academy under this Agreement, CORNERSTONE represents that it shall include comparable language in any subcontractor agreement between itself and a subcontractor to provide for the payment of salaries, wages, benefits, payroll and other taxes, and expressly providing that the ACADEMY is not intended, and shall not be construed to be the employer of any subcontractor. The ACADEMY shall not be liable for the payment of any such salaries, wages, benefits, payroll or taxes thereon for or on behalf of any CORNERSTONE employee, contractor or agent. CORNERSTONE employees, contractors, and agents are not entitled to receive any compensation, benefits or other amenities in any form from the ACADEMY, including, but not limited to, mileage, conference fees and other expenses. However, the compensation of all employees working at the ACADEMY shall be included in the Budget

(Section 3.4). CORNERSTONE shall disclose to the Board, upon request, the level of compensation and fringe benefits provided by CORNERSTONE to CORNERSTONE'S employees providing instructional or support services for the ACADEMY.

1.12.3 Payroll Taxes and Deductions. CORNERSTONE acknowledges and agrees that it is the sole and exclusive responsibility of CORNERSTONE 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 by CORNERSTONE to provide Services under this Agreement. No part of CORNERSTONE'S invoiced fees (nor the invoiced fees of any subcontractors) shall be subject to withholding by the ACADEMY for payment of social security, unemployment or disability insurance or any other similar state or federal tax obligations. CORNERSTONE (its agents or subcontractors) shall be solely and exclusively responsible for any taxation consequences to it or its employees as a result of CORNERSTONE'S engagement under this Agreement. CORNERSTONE (or its agents or subcontractors) agrees to defend, indemnify and hold the ACADEMY harmless from any and all such claims.

1.12.4 Training. CORNERSTONE shall provide (and/or contract to provide) training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development as required by the Code. Non-instructional personnel shall receive training as CORNERSTONE determines reasonable and necessary under the circumstances.

1.12.5 Non-Compete Contracts. CORNERSTONE represents and warrants that it shall not require its administrative, supervisory, and instructional employees who provide services to the ACADEMY under this Agreement to sign, as a condition of employment or hire, a non-compete, no hire, or similar contract provision which would preclude such an employee from being employed by the ACADEMY or another educational service provider at, or for the benefit of, the ACADEMY, in the event that CORNERSTONE is no longer an educational services provider to the ACADEMY.

1.13 Claims Relating to CORNERSTONE Employees/Subcontractors/Agents. CORNERSTONE shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of its employees or agents to carry out the services under this Agreement. However, nothing in this Section is intended, nor shall be construed, to prohibit CORNERSTONE from including provisions in any subcontracted services agreement that it may execute with a subcontractor assigning responsibility to the subcontractor to answer defend and/or resolve any and all claims arising from the assignment and performance of the subcontractor (or its employees or agents) to carry out services for the ACADEMY.

These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for

unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of Services by employees or agents of CORNERSTONE in connection with this Agreement.

All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any resulting judgments shall be the sole and exclusive responsibility of CORNERSTONE.

1.14 Compliance with ACADEMY Policies. CORNERSTONE agrees that the individuals it assigns to the ACADEMY under this Agreement will abide by those policies of the ACADEMY which are applicable to performance of Services under this Agreement including, but not limited to, policies pertinent to:

- A. Corporal punishment/physical contact with students;
- B. Non-discrimination;
- C. Child abuse and neglect reporting;
- D. Sexual harassment;
- E. Confidentiality of student records and student record information;
- F. Bloodborne pathogens exposure control;
- G. Administration of medication to pupils;
- H. Communicable diseases;
- I. Alcohol/controlled substance possession and use;
- J. Copyright; and
- K. Emergency Procedures (Fire Drills, evacuations)

CORNERSTONE and the ACADEMY will cooperate in orientation of CORNERSTONE'S employees to the above policies.

1.15 Professional Standards. CORNERSTONE agrees that the individuals it assigns to the ACADEMY under this Agreement will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. CORNERSTONE represents that it has secured or will secure the necessary licenses, approvals, permits and regulatory authorizations to provide the services contemplated in this Agreement.

ARTICLE II

TERM OF AGREEMENT AND TERMINATION DURING TERM

2.1 Term. The first ACADEMY fiscal year shall commence on July 1, 2023 and end on June 30 of the following year and each ACADEMY fiscal year thereafter shall commence on July 1 and end on June 30 of the following year. This Agreement shall commence on July 1, 2023 ("Effective Date") and, unless otherwise terminated according to the terms herein, shall continue for one (1) year, ending June 30, 2024 (the "Term"). Either party may terminate this Agreement

prior to the end of the Term, by providing the other party with written notice of termination at least ninety (90) calendar days in advance of the intended expiration date.

2.2 Pro-Rata Payment. In the event that this Agreement is terminated during its term as provided in this Agreement, the ACADEMY will pay CORNERSTONE for its services performed under this Agreement up to and including the Effective Date of termination. Any funds remitted by the ACADEMY to CORNERSTONE in excess of the pro-rata charges for services performed by CORNERSTONE up to and including the Effective Date of termination will be returned to the ACADEMY by CORNERSTONE. Any such amounts owed by either party to the other shall be paid within thirty (30) days of the effective date of termination of this Agreement.

2.3 Surviving Provisions. Sections 1.10, 1.11, 6.4, 7.1, 8.1, 8.2, 8.5, and 11.2 of this Agreement survive the expiration or termination of this Agreement for any reason.

2.4 Termination by CORNERSTONE. CORNERSTONE may, at its option, terminate this Agreement prior to the end of the terms specified in Section 2.1 of this Agreement in the event the Board fails to remedy a material breach within sixty (60) days after notice from CORNERSTONE. A material breach includes, but is not limited to: (1) CORNERSTONE'S failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement; or (2) the ACADEMY's loss or suspension of its Charter.

2.5 Termination by ACADEMY. The ACADEMY may terminate this Agreement prior to the end of the terms specified in Section 2.1 of the Agreement in the event that CORNERSTONE shall fail to remedy a material breach within sixty (60) days after notice from the Board. A material breach includes, but is not limited to: (1) failure to account for its expenditures or to pay ACADEMY operating costs in accordance with the terms of the Budget (provided funds are available to do so); (2) failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board that are not in violation of the Charter, this Agreement, or law; (3) failure to abide by and meet the Educational Goals as set forth in the Contract; (4) assignment of employees or subcontractors to perform Services under this Agreement in violation of law or the Agreement; or (5) if this Agreement or its implementation would serve as grounds for revocation of the ACADEMY's Charter or would otherwise jeopardize tax exemptions or nonprofit tax status of the ACADEMY.

2.6 Revocation or Termination of the Charter. If the ACADEMY'S Charter issued by the Authorizing Body is revoked or terminated, this Agreement shall automatically terminate on the same date the Charter is revoked or termination, without further action of the parties, subject to the ACADEMY's continuing obligations, including but not limited to, pro-rata payment for services as specified in Section 2.2.

2.7 Effective Date of Termination. In the event this Agreement is terminated by either party as specified in Section 2.1, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the then current fiscal year in which the notice of termination is issued.

2.8 Amendment Caused By Academy Site Closure or Reconstitution. In the event that the ACADEMY is required (i) to close an ACADEMY site, pursuant to a notice issued by the State

School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution, pursuant to Section 507 of the Code, MCL 380.507, and of the applicable Charter Terms and Conditions, and such closure of an ACADEMY site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the site closure or reconstitution, with no cost or penalty to the ACADEMY, and that CORNERSTONE shall have no recourse against the ACADEMY or the University Board for implementing such site closure or reconstitution.

2.9 Removal of Personal Property. Upon termination or expiration of this Agreement, CORNERSTONE shall have the right to remove equipment and other assets owned or leased by CORNERSTONE (or its agents). The parties agree that such equipment and other assets includes personal property and trade fixtures. The parties also agree that CORNERSTONE will reimburse the ACADEMY for the cost of any damage or substantial degradation to the personal or real property of the ACADEMY, excepting minor wear and tear, resulting from the removal of any equipment or assets. Further determination and an inventory of what may and shall be removed shall be accomplished, according to this agreement and within a reasonable time prior to removal. If damage as defined in this provision results from removal, CORNERSTONE agrees to provide a good faith estimate of the cost no later than 30 days after removal and shall reimburse the ACADEMY no later than 90 days after removal or, if applicable, within the time provided by an Arbitrator's judgment and award. CORNERSTONE agrees not to remove or permit removal of any other fixtures, improvements or other immovables, without the consent of the ACADEMY. Equipment and other assets owned by the ACADEMY or leased by the ACADEMY from third parties outside the scope of this Agreement shall remain the property of the ACADEMY (or the respective third party).

2.10 Advances/Out-of-Pocket Expenses. Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement for any reason, all advances or out-of-pocket expenses paid by CORNERSTONE in accordance with the Budget shall be immediately repaid by the ACADEMY unless otherwise agreed in writing by CORNERSTONE.

2.11 Transition. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, CORNERSTONE shall provide the ACADEMY reasonable assistance for up to 90 days to assist in the transition to another administrative or structural arrangement, although CORNERSTONE need not provide any assistance to another management company or service provider.

ARTICLE III

OBLIGATIONS OF CORNERSTONE

3.1 Responsibility. CORNERSTONE shall be responsible and accountable to the Board for the management, operation, administration and performance of the ACADEMY in accordance with the Charter and this Agreement. CORNERSTONE'S responsibility is expressly limited by: (i) the ACADEMY's budget which is to be submitted and approved by the Board as provided in this Agreement ("**Budget**"), and (ii) the availability of state funding to pay for the Services. Subject to Section 3.6 (Expenditures), neither CORNERSTONE nor the ACADEMY

shall be allowed to expend ACADEMY funds on Services in excess of the amount set forth in the Budget.

3.2 Educational Goals and Program. Subject to the oversight of the Board, CORNERSTONE agrees to implement the educational goals and program as set forth in the ACADEMY's Charter (the "**Educational Program**"). In the event CORNERSTONE reasonably determines that it is necessary to make material modifications to the Educational Program, CORNERSTONE shall inform the Board of the proposed changes and obtain Board approval, and if required under the Charter, approval of the Authorizing Body. The parties acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. The ACADEMY and CORNERSTONE each agree that they are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, CORNERSTONE will provide the Board with updated reports on progress towards implementing each of the ACADEMY's educational goals set forth in the Educational Program.

3.3 Specific Functions. Subject to the oversight and authority of the Board, CORNERSTONE shall be responsible for implementing the Educational Program and the management, operation, accounting and administration of the ACADEMY. Such functions include, but are not limited to:

- A. Implementation and administration of the Educational Program, including, without limitation, the acquisition of instructional materials and equipment and supplies necessary to implement the Educational Program, as well as administration of any and all extra- curricular and co-curricular activities and programs approved by the Board.
- B. Selection, hiring, management and supervision of all CORNERSTONE employees assigned to perform Services at the ACADEMY and management of all personnel functions.
- C. All aspects of the ACADEMY's business administration.
- D. Operation and maintenance of the school building to the extent consistent with any and all leases pertaining to the Academy site.
- E. All aspects of the accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
- F. Transportation and food service to the extent such services are authorized by the Board and to the extent CORNERSTONE agrees to provide such services.
- G. Marketing and development costs in the Budget.

3.4 Budget

- 3.4.1 Projected Budget.** CORNERSTONE shall provide the Board with an annual projected Budget. For the ACADEMY's first academic year, the Budget shall be submitted on a timeline acceptable to the Board and Authorizing Body. Thereafter, the Budget shall be submitted to the Board prior to June 1st for the next fiscal year.
- 3.4.2 Budget Detail.** The Budget shall contain detail as required by the Charter and applicable law, including without limitation the Uniform Budgeting and Accounting Act. The Budget shall include all projected expenses and costs including, but not limited to, the projected cost of all Services to be provided by CORNERSTONE and/or subcontractors pursuant to the terms of this Agreement.
- 3.4.3 Approval.** The Budget shall be prepared by CORNERSTONE and presented to the Board for approval. The Budget shall be amended from time to time as deemed necessary by the Board or CORNERSTONE or to comply with the Uniform Budgeting and Accounting Act.

3.5 Revenues. Except as otherwise provided, all monies received by the ACADEMY Board shall be deposited, within three (3) business days of receipt, in the Board's depository account with a financial institution acceptable to the Board, provided however, upon receipt of a notice from CORNERSTONE, the ACADEMY agrees to pay all such funds owing under this Agreement directly to the account or party specified in such notice. Interest income earned on ACADEMY depository accounts shall accrue to the ACADEMY. Except as specifically excluded by the terms of this Agreement, the term "**Revenues**" shall include all funds received by or on behalf of the ACADEMY (collectively referred to as "the Revenues"), including but not limited to:

- A. Foundational funding for public school pupils enrolled at the ACADEMY.
- B. Special education funding provided by federal and/or state government that is directly allocable to special education students enrolled at the ACADEMY.
- C. Talent Development funding (f/k/a/ gifted and talented funding) provided by federal and/or state governments that is directly allocable to gifted and talented students enrolled at the ACADEMY.
- D. At-risk funding provided by federal and/or state governments that is directly allocable to at-risk students enrolled at the ACADEMY.
- E. Funding provided by federal and/or state governments that is directly allocable to students enrolled at the ACADEMY with limited English proficiency.
- F. All other federal and/or state grant sources, including, but not limited to, Title I of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. §6301 et seq.,) allocable to the ACADEMY.

- G. Charter School Block Grants and other grants as applicable) received by or on behalf of the School and granted as a matter of right and/or practice or through competitive and noncompetitive grant processes which are to assist in the improvement of the Facility, the implementation or maintenance of the Program, and/or School operations.
- H. All other funding, grants and donations received by the ACADEMY to support or carry out programs at the ACADEMY (except to the extent CORNERSTONE is not required or involved in soliciting, administering or managing the contribution and/or donation).

3.6 Expenditures. The Revenues shall be expended by CORNERSTONE in accordance with the Budget and as otherwise authorized by the Board (except in emergencies, or if such expenditure is within the parameters established by the Michigan Department of Education Guidelines, as amended from time to time, or where the deviation is less than the amount budgeted). The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, according to applicable, lawful directives of the donor. Revenues received from non- governmental grants, contributions and donations shall be expended consistent with the provisions of Article VIII.

3.7 Accurate Financial Records. CORNERSTONE shall keep accurate financial records pertaining to its operation of the ACADEMY, together with all ACADEMY financial records prepared by or in possession of CORNERSTONE (the “**Financial Records**”), and shall retain all of the Financial Records according to the Charter and applicable law to which such books, accounts, and records relate. CORNERSTONE and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law.

3.8 Availability of Funds. CORNERSTONE shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

3.9 Other Public School Academies. The ACADEMY acknowledges that CORNERSTONE has entered, or may enter, into similar educational and/or personnel services agreements with other public school academies. CORNERSTONE shall maintain separate accounts for expenses incurred by and on behalf of the ACADEMY and other public school academies, and shall reflect in the ACADEMY’s financial records only those expenses incurred by or on behalf of the ACADEMY. If CORNERSTONE incurs authorized expenses on behalf of the ACADEMY and other public school academies, then CORNERSTONE shall allocate, to the extent permitted by law, such expenses among all such affected academies, including the ACADEMY, on a prorated basis based upon the number of pupils enrolled at such affected academies, or such other equitable basis.

3.10 Financial Reporting. CORNERSTONE shall provide the Board with:

- A. The projected annual Budget as required by the terms of this Agreement.
- B. Statements of Revenues, Expenditures and Changes in Fund Balance detailing all revenues received, and all expenditures for services rendered

or expenses incurred on behalf of the ACADEMY, whether incurred on-site or off-site, on a frequency determined by the Board.

- C. Reports on ACADEMY operations and student performance, which shall be provided to the Board quarterly, unless otherwise reasonably requested by the Board.
- D. Such other information as the Board may reasonably request to enable the Board to (i) evaluate the quality of the services provided by CORNERSTONE to the ACADEMY, and (ii) timely provide all reports and information that the ACADEMY is required to provide pursuant to the Charter and applicable law.

3.11 Purchases. Purchases made by CORNERSTONE for the ACADEMY with the ACADEMY's funds, such as non-proprietary instructional and/or curriculum materials, books, supplies, and equipment, will be the property of the ACADEMY (exclusive of items leased, financed or purchased by CORNERSTONE with CORNERSTONE'S management fee received under this Agreement). CORNERSTONE shall disclose in writing to the ACADEMY if CORNERSTONE acts as purchasing agent for any materials and supplies. CORNERSTONE represents and warrants that any markups on the price of such materials and supplies shall be mutually agreed upon with the ACADEMY.

3.12 Procurement Policy. In the event that CORNERSTONE makes purchases on behalf of the ACADEMY with the ACADEMY's funds, CORNERSTONE, acting on behalf of the ACADEMY, shall comply with Section 1274 of the Code, MCL 380.1274, as if the ACADEMY were making such purchases directly from a third party.

3.13 Subcontracts. CORNERSTONE reserves the right to subcontract any and all aspects of the Services it agrees to provide to the ACADEMY under this Agreement, including, but not limited to transportation and/or food service.

3.14 Compliance with Section 11.22 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 11.22(a) of the Contract Terms and Conditions.

3.15 Place of Performance. CORNERSTONE reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the Charter or applicable law.

3.16 Student Recruitment. CORNERSTONE and the Board shall be jointly responsible for the recruitment of students. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with the Code and applicable law.

3.17 Due Process and Student Discipline Hearings. CORNERSTONE shall provide due process to students and student discipline hearings in conformity with the requirements of the

ACADEMY's Charter and applicable law regarding discipline, special education, confidentiality and access to records. The Board shall retain the right to provide due process as required by law.

3.18 Legal Requirements. CORNERSTONE shall implement the Educational Program in accordance with the Charter and applicable law.

3.19 Rules and Procedures. CORNERSTONE shall recommend to the Board reasonable rules, regulations and procedures applicable to the ACADEMY and is authorized and directed by the Board to enforce such rules, regulations and procedures adopted by the Board.

3.20 School Year and School Day. The school year and the school day schedule shall be approved by the Board as required under the Charter.

3.21 Pupil Performance Standards and Evaluation. CORNERSTONE shall implement pupil performance evaluations that permit evaluation of the academic progress of each ACADEMY student. CORNERSTONE shall be responsible and accountable to the Board for the academic performance of students who are enrolled at the ACADEMY. CORNERSTONE will utilize assessment strategies required by the terms of the Charter and applicable law. The Board and CORNERSTONE will cooperate in good faith to identify academic goals and methods to assess the pupils' academic performance.

3.22 Services to Students with Disabilities and Special Education. CORNERSTONE shall provide special education programs and services to eligible students with disabilities who attend the ACADEMY in conformity with the requirements of applicable law. CORNERSTONE may subcontract as necessary and appropriate for the provision of programs and services to students with disabilities. Such services shall be provided in a manner that complies with applicable law.

3.23 Compliance with ACADEMY'S Charter. CORNERSTONE 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 Charter issued by Grand Valley State University Board of Trustees. The provisions of the ACADEMY'S Charter shall supersede any competing or conflicting provisions contained in this Agreement.

3.24 Unusual Events. CORNERSTONE agrees to timely notify the Board and Administrator of any anticipated or known: (i) material health or safety issues; (ii) labor, employee or funding problems; or (iii) problems of any other type that could reasonably be expected to adversely affect the ACADEMY in complying with the ACADEMY's responsibilities under the Charter, this Agreement or applicable law.

3.25 ACADEMY Records. The financial, educational and student records pertaining to the ACADEMY ("**ACADEMY Records**") are ACADEMY records and are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to the Michigan Freedom of Information Act. All ACADEMY records shall be physically or electronically available, upon request, at the ACADEMY. Except as prohibited under the Charter and applicable law, the Authorizing Body and the public shall have access to the ACADEMY's records.

3.26 Facility. CORNERSTONE shall use reasonable efforts to identify a facility to be leased or otherwise provided to the Board on terms mutually agreeable to the Lessor and the Board. The facility shall comply with the requirements of the Charter and applicable law.

3.27 Additional Services. If the ACADEMY so requests, CORNERSTONE may provide additional services for the ACADEMY by specific agreement. The details and cost of such services shall be incorporated as addenda to this Agreement, as appropriate.

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

3.29 Compliance with Section 11.23 of Charter Terms and Conditions. CORNERSTONE shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 6 of the Charter, 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 Charter Terms and Conditions.

ARTICLE IV

OBLIGATIONS OF THE BOARD

4.1 Good Faith Obligation. The Board shall be responsible for its fiscal and academic policies. The Board shall exercise good faith in considering the recommendations of CORNERSTONE, including but not limited to, CORNERSTONE'S recommendations concerning policies, rules, regulations and budgets.

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

4.3 Review of Operational Budget. The Board shall be responsible for reviewing, revising and approving the annual Budget in accordance with the Charter and applicable law.

4.4 Annual Audit. The Board shall select and retain an independent auditor to conduct an annual audit of the ACADEMY's financial matters in accordance with the ACADEMY's Charter and applicable law. Subject to applicable law, all records in the possession or control of CORNERSTONE that relate to the ACADEMY, including, but not limited to, Financial Records, shall be made available to the ACADEMY's independent auditor.

4.5 Unusual Events. The Board agrees to timely notify CORNERSTONE of any anticipated or known: (i) material health or safety issues, (ii) funding problems, or (iii) problems of any other type that could reasonably be expected to adversely affect CORNERSTONE in complying with its responsibilities under this Agreement.

4.6 CORNERSTONE Office Space. Upon request by CORNERSTONE, the Board shall provide CORNERSTONE with suitable space at the ACADEMY, provided: (i) the requested space is available and can be provided without materially prejudicing the Educational Program, and (ii) the requested space is used only for education-related activities. The space shall be provided at no cost to CORNERSTONE.

4.7 Retained Authority. The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and operation of the ACADEMY, including, without limitation, regulations relative to the conduct of students while in attendance at the ACADEMY or en route to and from the ACADEMY.

ARTICLE V

FEES, INVOICE AND PAYMENT

5.1 Compensation. The ACADEMY shall pay CORNERSTONE the management fee detailed in Section 5.2 and reimbursement of expenses detailed in Section 5.3 as reasonable compensation for the Services CORNERSTONE will provide to the Academy during the term of this Agreement. No portion of the compensation paid by the ACADEMY to CORNERSTONE under this Agreement is based on a share of the net profits of the ACADEMY. If the provisions of this Agreement regarding service fees and reimbursement are determined to result in private business use of the ACADEMY's facilities under Rev. Proc. 97-13 as amended by Rev. Proc. 2017-13 (and as may be further amended), the parties agree to renegotiate and amend the provisions of this Agreement, as necessary to maintain the tax-exempt status of the ACADEMY. Pursuant to such negotiations, CORNERSTONE need not agree to a reduction in net service fees and reimbursement made by the ACADEMY, without a corresponding reduction in services to the ACADEMY.

5.2 Management Fee. Throughout the term of this Agreement, the ACADEMY will pay to CORNERSTONE an annual fee (the "Management Fee") in the amount of thirteen and one-half (13.5%) percent of the per pupil revenue ("PPR") that the ACADEMY receives from all sources for the students enrolled in the ACADEMY. The PPR may change during the term of this Agreement according to overall changes in the state school aid payment, monies or services provided by other state agencies, and the extent of other revenue sources. The Management Fee shall be paid by the ACADEMY to CORNERSTONE in 12 monthly installments per year. In order to induce CORNERSTONE to seek additional revenue sources, and in recognition of CORNERSTONE'S obligation in the Agreement, the PPR shall include all of the other revenue sources identified in Section 3.5 and Article IX, and any and all other funds received by the ACADEMY of any kind or nature. In addition, the PPR includes the full gross amount of state school aid payments, and not the net amount after retention of a portion of such payments by the Authorizing Body. The PPR shall not include school lunch revenue or funds raised by students,

or parents/guardians of students, in specific student fund-raising projects, or in class or student operated business enterprises.

If at any time CORNERSTONE determines that it is in the best interests of CORNERSTONE to obtain financing that is tax-exempt pursuant to the IRS Code, then the parties agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Rev. Proc. 97-13 as amended by Rev. Proc. 2017-13 (and as may be further amended), including but not limited to the insertion of a minimum/maximum fee structure. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment.

5.3 Reimbursement. In addition to the Management Fee, the ACADEMY will reimburse CORNERSTONE in an amount not to exceed budgeted amounts approved by the ACADEMY's Board, equal to the sum of the following:

- A. The cost of salaries, fringe benefits and local, state and federal taxes attributable to personnel employed by CORNERSTONE as teachers, administrators, aides, assistants, support and custodial staff, and other required personnel, and assigned by CORNERSTONE to perform services under this Agreement; plus
- B. The cost of insurance premiums paid by CORNERSTONE when said insurance relates directly to the Services provided to the ACADEMY by CORNERSTONE under this Agreement;
- C. Any direct costs associated with the employment of staff assigned to provide Services at the ACADEMY including, without limitation, costs associated with the criminal history checks and criminal records checks;
- D. Teacher training and professional development, including course/conference fees, facility rental, and related travel expenses;
- E. Offices for the ACADEMY's administrative staff and work-related travel, phone, internet service, and other related non-labor reimbursable expenses;
- F. Related service expenses for special education students;
- G. School outings, events, partnership morning events, achievement incentive programs, face-to-face learning, coach training sessions, back to school events, competitions, and graduation ceremonies;
- H. Direct mail, printing, and related expenses for enrolled students;
- I. Supplemental curriculum and other academic services as agreed to by the ACADEMY Board in writing;
- J. Insurance for the ACADEMY, its board, including directors and officers liability insurance, general liability insurance, worker's compensation

coverage, property insurance, and other ACADEMY insurance coverage as the ACADEMY deems appropriate;

- K. Accounting and reporting, payroll processing, audit, and/or tax preparation fees;
- L. Fees for required background investigations of ACADEMY employees; and,
- M. All other ACADEMY related expenses approved in the budget.

Reimbursement will be payable monthly on the first business day of each month. Documentation relating to the payment of fees and expenses will be provided to the ACADEMY's Board for ratification at the Board's next regularly scheduled meeting following such payments; provided, however, that in no event shall the payment be made on the first business day of each month exceed Board-approved budget limits. The ACADEMY acknowledges and agrees that under no circumstances will CORNERSTONE be required to provide personnel or services if the cost of same exceeds Board-approved budget limits.

ARTICLE VI

CONFIDENTIALITY AND DATA SECURITY

6.1 Commitment to Preserve. CORNERSTONE agrees that it shall observe the policies and directives of the ACADEMY to preserve the confidentiality of Covered Data and Information (defined in Subsection 6.2 below) to the extent that CORNERSTONE (its employees or agents) are permitted to access Covered Data and Information in the course of performing Services under this Agreement.

6.2 Covered Data and Information (CDI) includes paper and electronic student education and/or medical record information supplied by the ACADEMY and/or its students or parents/guardians to CORNERSTONE and includes, without limitation, "education records" and "education record information" as defined under FERPA and IDEA; "protected health information" as defined under HIPAA; "relevant records" as defined under Section 504; and social security numbers. CDI also includes any new records created and maintained by CORNERSTONE under this Agreement using CDI.

6.3 Acknowledgment of Access to CDI. CORNERSTONE acknowledges that this Agreement allows CORNERSTONE (its employees and agents) access to CDI, which the ACADEMY may have the ultimate legal responsibility to maintain in a confidential and secure fashion. Accordingly, CORNERSTONE (its employees and agents) shall provide the ACADEMY with control over the CDI sufficient to satisfy all applicable legal and regulatory standards. In any event, CORNERSTONE (its employees and agents) shall at all times make CDI available to the ACADEMY within a reasonable time of receiving a request for same.

6.4 Prohibition on Unauthorized Use or Disclosure of CDI. CORNERSTONE (its employees and agents) agrees to hold CDI in strict confidence. CORNERSTONE (its employees and agents) shall not use or disclose CDI received from or on behalf of the ACADEMY except as

permitted or required by this Agreement, as required or authorized by law, or as otherwise authorized in writing by the ACADEMY, a parent/guardian, or eligible student. CORNERSTONE agrees that it will protect the CDI it receives from or on behalf of the ACADEMY according to commercially acceptable standards and no less rigorously than it protects its own confidential information. CORNERSTONE shall ensure that any employee or agent, including a subcontractor or Business Associate (as defined in HIPAA), to whom it provides CDI under this Agreement, understands and agrees to the same restrictions and conditions pertaining to use and disclosure of CDI that apply to CORNERSTONE under this Agreement.

6.5 Return or Destruction of CDI. Upon termination or other conclusion of this Agreement, CORNERSTONE (its employees and agents) shall return all CDI to the ACADEMY.

6.6 Maintenance of the Security of Electronic Information. CORNERSTONE (its employees and agents) 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 ACADEMY or its students. These measures will be extended by contract to all agents, including subcontractors or Business Associates, used by CORNERSTONE.

6.7 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. CORNERSTONE, within two business days of discovery, shall report to the ACADEMY any use or disclosure of CDI not authorized by this Agreement or in a writing by the ACADEMY. CORNERSTONE'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 CORNERSTONE has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CORNERSTONE has taken or shall take to prevent future similar unauthorized use or disclosure. CORNERSTONE shall provide such other information, including a written report, as reasonably requested by the ACADEMY.

6.8 Remedies.

6.8.1 Notice and Opportunity to Cure. If the ACADEMY reasonably determines in good faith that CORNERSTONE has materially breached any of its obligations under the data security provisions of this Agreement, the ACADEMY, in its sole discretion, shall have the right to require CORNERSTONE to submit to a plan of monitoring and reporting; provide CORNERSTONE with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the ACADEMY shall provide written notice to CORNERSTONE describing the violation and the action it intends to take.

6.8.2 Statutory/Regulatory Penalties. In addition, the parties understand and agree that CORNERSTONE is subject to any penalties for unauthorized disclosures or misuse of CDI that are or may be imposed, from time to time, under applicable law including, without limitation, that CORNERSTONE

may be prohibited by law from accessing CDI for defined periods of time following any unauthorized disclosure or misuse of CDI, which shall constitute a material breach of this Agreement.

6.9 Amendment for Compliance. If the ACADEMY believes in good faith that any data security provision of this Agreement fails to comply with applicable laws or regulations, the ACADEMY shall notify CORNERSTONE in writing. Within thirty (30) business days of receipt of such notice by CORNERSTONE, the parties shall address in good faith the expressed concern(s) and shall amend the terms of this Agreement, if the ACADEMY deems an amendment necessary to bring the Agreement into compliance with applicable laws and regulations. If after such thirty (30) business day period this Agreement remains non-compliant with applicable laws or regulations with respect to the concern(s) raised under this Section, the ACADEMY shall have the right to immediately terminate this Agreement upon written notice to CORNERSTONE.

ARTICLE VII

INTELLECTUAL PROPERTY

7.1 Intellectual Property. The ACADEMY acknowledges and agrees that in the course of the performance of the Agreement, the ACADEMY may be exposed to certain confidential information or trade secrets of CORNERSTONE (or of one or more of CORNERSTONE'S licensors, subcontractors or agents), including but not limited to, know-how, technical information, systems, processes, computer software, training materials, training methods and practices, courseware and related information, all of which shall be considered to be confidential in nature (the "Intellectual Property"). The ACADEMY agrees, subject to the limitations of MCL 380.1137 (the powers of parents and legal guardians to review curriculum, textbooks, and teaching materials); MCL 380.505(3) (the obligation of public school academies to report on and make available to the public teaching techniques and methods); MCL 15.231, *et seq* (the Freedom of Information Act); other applicable law, and the Charter, that any Intellectual Property communicated to, or received or observed by, the ACADEMY shall at all times remain the property of CORNERSTONE (or of the licensor, subcontractor or agent holding the proprietary rights) and all such Intellectual Property, together with all copies or excerpts of such Intellectual Property, shall be promptly returned to CORNERSTONE (or the applicable licensor, subcontractor or agent) upon request. The provisions of this Section 7.1 shall survive the termination or expiration of this Agreement. The provisions of this Section 7.1 shall not apply to curriculum or other materials developed and paid for by the ACADEMY, or developed by CORNERSTONE at the direction of the ACADEMY or its Board with ACADEMY funds, or to any information subject to disclosure under the law. The ACADEMY shall own all proprietary rights to curriculum or educational materials that (1) are both directly developed and paid for by the ACADEMY; or (2) were developed by CORNERSTONE at the direction of the ACADEMY's Board with ACADEMY funds dedicated for the specific purpose of developing such curriculum or materials.

7.2 Licensing Agreements. The ACADEMY acknowledges and agrees that, to the extent permitted by law, the rights and privileges that CORNERSTONE is not provided herein but acquires under any third-party agreement are vested solely in CORNERSTONE, are non-transferable and non-sublicensable. Accordingly, the ACADEMY understands and agrees that the ACADEMY does not acquire any independent right under this ESP Agreement to use the

Cornerstone name, marks, systems, processes, or other proprietary information subject to any such agreement.

ARTICLE VIII

LIABILITY, INSURANCE and INDEMNITY

8.1 Indemnity. CORNERSTONE will indemnify, defend and hold harmless the ACADEMY (and its officer and Board) from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution (collectively “Damages”) imposed upon or incurred by the ACADEMY to the extent that they arise out of any of the following and are within the limits of Cornerstone’s insurance policy (Section 8.2), which coverage shall be determinative of the scope of defense and indemnity provided by CORNERSTONE to the ACADEMY:

- A. The failure of CORNERSTONE or any of its employees or others for whom CORNERSTONE is responsible to comply with its/their obligations under any applicable laws, regulations or orders;
- B. Breach by CORNERSTONE of any obligation under this Agreement;
- C. Any direct claim for workers’ compensation benefits for job-related bodily injury or death asserted against the ACADEMY by CORNERSTONE’S employees or, in the event of death, by their personal representatives; or
- D. Any negligent or intentional tortious act or omission of CORNERSTONE or any of its employees, acting within the scope of their employment, that results in bodily injury (including death) or property damage.

The above promise of indemnity and defense shall not apply to the extent such liability results from the negligence, wrongful act or breach of this Agreement by the ACADEMY (or its officers, Board, or agents). To obtain indemnification, the ACADEMY must promptly notify CORNERSTONE in the event of a claim, and cooperate in resolving the claim.

8.2 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 a Charter

application, the University Board's consideration of or issuance of a Charter, 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 Charter 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.

8.3 General Liability Insurance. CORNERSTONE shall procure and maintain such policies of insurance as required by law, the Charter and, if applicable, the Michigan Universities Self Insurance Corporation (MUSIC), and that, in any event, shall provide no less protection than comprehensive general liability and employment practices liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage, in a form acceptable to both parties, to protect CORNERSTONE and the ACADEMY against liability or claims of liability which may arise out of CORNERSTONE'S (including CORNERSTONE'S employees, subcontractors and agents) performance under this Agreement. In addition, CORNERSTONE agrees that such policy shall provide an endorsement stating that such insurance shall be primary and that insurance carried by the ACADEMY shall be excess and non-contributory. Not later than ten (10) business days from the date both parties have executed this Agreement, CORNERSTONE shall provide the ACADEMY with certificates of insurance evidencing all required coverages and endorsements. CORNERSTONE agrees to name the ACADEMY (including its Board, officers, agents and employees), as an additional insured under said policy.

8.4 Workers' Compensation Insurance. CORNERSTONE agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees, and to require that its subcontractors similarly maintain such insurance, for any employees assigned by CORNERSTONE to perform Services for the ACADEMY under this Agreement, while those persons are engaged in performing Services under this Agreement. If a claim is filed under the provisions of the Michigan Workers' Compensation Disability Act against the ACADEMY by an employee of CORNERSTONE or of any of its subcontractors relating to performance of Services under this Agreement, CORNERSTONE agrees to defend and hold harmless the ACADEMY from such claims(s). CORNERSTONE agrees to provide the ACADEMY, upon request of the ACADEMY, with certifications evidencing the required coverage.

8.5 Responsibility of Academy. The ACADEMY shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of the ACADEMY's agents and employees (if any) in connection with the performance of the ACADEMY's responsibilities under this Agreement; provided, however, that nothing in this Agreement is intended, nor shall be construed, as a waiver of the governmental immunity provided to the ACADEMY and its incorporators, board members, officers, employees, and volunteers under section 7 of 1964 PA 170, MCL 691.1407. If CORNERSTONE is made a party to any litigation involving claims arising out of the acts and/or omissions of the ACADEMY or its directors, agents, or employees, the ACADEMY will provide any reasonable assistance requested by CORNERSTONE in the defense against such claims.

8.6 ACADEMY Insurance. The ACADEMY agrees to procure and maintain in full force and effect comprehensive general liability insurance, on which CORNERSTONE is named as an additional insured, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage, to protect the ACADEMY and CORNERSTONE against liability or claims of liability which may arise out of an act or omission by the ACADEMY within the scope of coverage of the comprehensive general liability insurance policy, which coverage shall be determinative of the scope of defense and indemnity herein provided by the ACADEMY to CORNERSTONE.

The purpose of this provision is to name CORNERSTONE as an additional insured in the event that CORNERSTONE is sued as a result of acts or omissions committed by the ACADEMY and not solely as a result of the acts or omissions of CORNERSTONE (or its employees and/or agents). Insurance coverage shall not apply to claims or liability which result from the sole negligence, wrongful act or breach of this Agreement by CORNERSTONE or its employees or agents. CORNERSTONE must promptly notify the ACADEMY consistent with the terms of any applicable policy, and cooperate in resolving the claim. Not later than ten (10) business days from the date both parties have executed this Agreement, the ACADEMY shall provide CORNERSTONE with certificates of insurance evidencing all required coverages and endorsements. The ACADEMY agrees to name CORNERSTONE (including its Board, officers, agents and employees), as an additional insured under said policy.

8.7 No Special Damages. Neither CORNERSTONE nor the ACADEMY will be liable for special, indirect, or consequential damages, or loss of profits, revenues, or goodwill arising out of this Agreement regardless of the basis of the claim.

ARTICLE IX

SOLICITATION OF NON-GOVERNMENTAL FUNDS

CORNERSTONE must seek the Board's approval prior to soliciting any non-governmental grants, donations or contributions on behalf of the ACADEMY; provided, however, that execution of this Agreement by the ACADEMY's Board President constitutes approval for CORNERSTONE to act under any applicable third-party licensing agreement to replicate, and/or to work to generate revenue through the third-party authorized programs ("Partner Programs"). CORNERSTONE is permitted to refer to the ACADEMY or ACADEMY operations in the conduct of CORNERSTONE fundraising activities. Any such funds so received shall be used solely in accordance with the purpose(s) 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 funds subject to this Article IX that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE X

WARRANTIES AND REPRESENTATIONS

10.1 ACADEMY Warranties and Representations. The Board warrants and represents that, on behalf of and in the name of the ACADEMY, it has the authority under law to execute,

deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

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

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

ARTICLE XI

MISCELLANEOUS

11.1 Choice of Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan, without reference to any conflict of laws provisions.

11.2 Alternative Dispute Resolution Procedure. Any and all disputes between the parties, concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters, except that the parties reserve the right to pursue equitable and injunctive relief. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, with each party selecting one arbitrator and the two arbitrators selecting the third arbitrator.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") and be conducted at a location mutually agreeable to the parties, with such variations as the parties and arbitrators unanimously accept. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The losing party shall pay the cost of arbitration, not including attorney fees. The arbitration panel shall have the discretion to award reasonable attorney fees to the prevailing party to be paid by the losing party.

11.3 Severability. In the event that any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect, and such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of all other provisions.

11.4 No Modification or Waiver. There shall be no amendment, modification or waiver of any provision of this Agreement unless made in writing by both parties. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement, course of dealing or performance; provided, however, that as a matter of law, course of dealing may be relied upon to resolve any contract ambiguity by evidencing the intent and understanding of the parties. No failure on the part of either party to exercise any right under this Agreement, or any right provided by state law or equity or otherwise, shall impair, prejudice or constitute a waiver of any such right.

11.5 No Third Party Rights. Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

11.6 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one single agreement between the parties.

11.7 Section Headings. The section headings are used in this Agreement for reference and convenience only and shall not enter into the interpretation of this Agreement.

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

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

11.10 Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

11.11 Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

11.12 Force Majeure. Any delay or failure of any party (the “affected party”) in the performance of its required obligations under this Agreement shall be excused if and to the extent caused by war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this Section, provided that (i) written notice of such delay or suspension is given by the affected party to the other party within 72 hours of such event, which notice shall set forth in detail the nature of each delay; (ii) the affected party shall use all commercially reasonable efforts to minimize the extent of such force majeure delay; and (iii) additional expense or other adverse financial conditions shall not be deemed force majeure. Upon receipt of a notice of force majeure, the time for the affected party’s performance shall be extended for a period of time reasonably necessary to overcome the effect of such delays and the other party’s sole remedy shall be reimbursement for the additional cost of such delays.

ARTICLE XII

NOTICES

All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, or upon the date of delivery if given by personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the ACADEMY shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. Notices to CORNERSTONE shall be sent to the current address of the then current CEO, with a copy to the then current CORNERSTONE attorney. The addresses of the parties for purpose of notice, inclusive of the address of the initial Board President and CORNERSTONE CEO and respective counsel, are as follows:

To: ACADEMY
Washington-Parks Academy
c/o Board President
13436 Grove Street
Detroit, MI 48235

To: CORNERSTONE
c/o Chief Executive Officer
306 E. Fourth St.
Royal Oak, MI 48067

To: ACADEMY
Counsel John C. Kava
Collins & Blaha, P.C.
31440 Northwestern Highway, Suite 170
Farmington Hills, Michigan 48834
Phone: 248-406-1140

AUTHORIZATION

Each Person placing his or her signatures below represents and warrants that s/he is the signatory duly authorized to execute this Agreement on behalf of the respective party represented.

IN WITNESS WHEREOF, the ACADEMY and CORNERSTONE have caused this Agreement to be entered into as of the date first written above.

WASHINGTON-PARKS ACADEMY

By: _____

Its: Board President

THREE PILLARS ANEW

By:  _____

Its: PRESIDENT

WASHINGTON-PARKS ACADEMY

By: Steph M. Lorb
7/2/23

Its: Board President

THREE PILLARS ANEW

By: _____

Its: _____

CERTIFICATE OF USE AND OCCUPANCY

Permanent

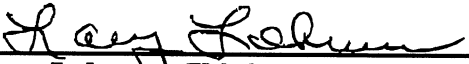
**Michigan Department of Labor and Economic Growth
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Permit No. B023753
Washington-Parks Academy
11685 Appleton Street
Redford, MI
Wayne County**

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

Conditions:

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


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

September 3, 2009