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

**ISSUED BY**

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

**ISSUED TO**

**NEW PARADIGM GLAZER-LOVING ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**NEW PARADIGM GLAZER-LOVING ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2025**

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## Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to New Paradigm Glazer-Loving Academy (the “Academy”), to be effective July 1, 2025, 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 1<sup>st</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII

### TUITION PROHIBITED

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

## ARTICLE VIII

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

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

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

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

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

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

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

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

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

## ARTICLE IX

### AMENDMENT

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

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

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

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

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

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

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

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

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

## **ARTICLE X**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

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

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

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

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

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

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

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

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

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

- a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.
- c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7<sup>th</sup> 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 owned prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the ESP shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

## ARTICLE XII

### GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

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

If to Academy: New Paradigm Glazer-Loving Academy  
Attn: Board President  
2001 LaBelle Street  
Detroit, MI 48238

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, 2025, and shall remain in full force and effect for five (5) years until June 30, 2030, 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.

NEW PARADIGM GLAZER-LOVING ACADEMY

By:   
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 21, 2025:

Reauthorization of 6a Charter Contract – New Paradigm Glazer-Loving  
Academy, Detroit (5 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on February 2, 2018, initially authorized the issuance of a contract to charter New Paradigm Glazer-Loving (the “Academy”); and

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

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2025, and ending June 30, 2030;

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 28<sup>th</sup> day of February 2025.

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 FEBRUARY 2, 2018:

Authorization of New Paradigm Glazer-Loving Academy 6a Contract

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for New Paradigm Glazer-Loving Academy ("Academy"), located at 2001 LaBelle Street, Detroit, MI 48238 (Glazer Campus) and 1000 Lynn Street, Detroit, MI 48211 (Loving Campus) 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:

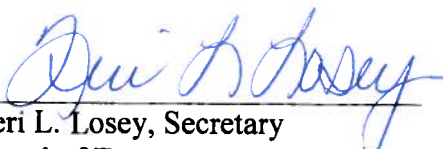
# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

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:

Pending	1 year term expiring June 30, 2019
Monica Eason	2 year term expiring June 30, 2020
Larry D. Lambert	2 year term expiring June 30, 2020
Megan Pouncy	3 year term expiring June 30, 2021
Dana L. Williams	3 year term expiring June 30, 2021

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 15th day of February 2018.

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

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**

***Michigan Department of Licensing and Regulatory Affairs***

***Filing Endorsement***

***This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION  
for  
NEW PARADIGM LOVING ACADEMY***

***ID NUMBER: 71098D***

***received by facsimile transmission on August 23, 2011 is hereby endorsed  
Filed on August 23, 2011 by the Administrator.***

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



***In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 23RD day  
of August, 2011.***

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

***Director***

***Bureau of Commercial Services***

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**

**(For Use by Domestic Nonprofit Corporations)**

Pursuant to the provisions of Act 162, Public Acts of 1982 (nonprofit corporations) (the "Act"), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Loving Academy
2. The identification number assigned by the Bureau is: 71098D
3. Article I of the Articles of Incorporation is hereby amended to read as follows:

**ARTICLE I**

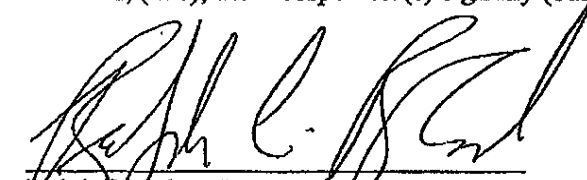
The name of the corporation is: New Paradigm Loving Academy

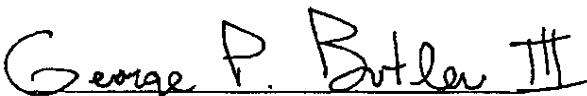
The authorizing body for the corporation is: School District of the City of Detroit

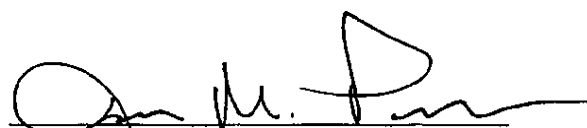
4. The foregoing amendment to the Articles of Incorporation was duly adopted on the 22nd day of August, 2011, in accordance with the provisions of the Act by the unanimous consent of the incorporators before the first meeting of the Board of Directors or Trustees.

**[SIGNATURE PAGE FOLLOWS]**

I, (We), the incorporator(s) sign my (our) name(s) this 20<sup>th</sup> day of August, 2011.

  
Ralph E. Bland, as Incorporator

  
George P. Butler, III, as Incorporator

  
John M. Perkins, as Incorporator

***Michigan Department of Licensing and Regulatory Affairs***

***Filing Endorsement***

***This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT***

***for***

***LOVING ACADEMY***

***ID NUMBER: 71098D***

***received by facsimile transmission on August 9, 2011 is hereby endorsed***

***Filed on August 10, 2011 by the Administrator.***

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



***In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 10TH day of August, 2011.***

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

***Director***

***Bureau of Commercial Services***

**ARTICLES OF INCORPORATION**  
**OF**  
**LOVING ACADEMY**

**(For Use by Domestic Nonprofit Corporations)**

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 *et seq.* and Parts 6A and 6B of the Revised School Code, as amended (the "Code") being Sections 380.501 to 380.518 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles of Incorporation ("Articles"):

**ARTICLE I**

The name of the corporation is: Loving Academy.

The authorizing body for the corporation is: School District of the City of Detroit.

**ARTICLE II**

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

1. The corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Parts 6A and 6B of the Code, being Sections 380.501 to 380.518 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.

3. Additionally, the corporation is organized for the purposes of: 1) improving pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment; 2) stimulating innovative teaching methods; 3) creating new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level; 4) achieving school accountability outcomes by placing full responsibility for performance at the school site level; and 5) providing parents and pupils with greater choices among public schools, both within and outside the existing school districts.

**ARTICLE III**

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

The value of assets which the corporation possesses is:

Real property: None.

Personal Property: None.

The corporation is to be financed under the following general plan:

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

**ARTICLE IV**

The address of the registered office is 1903 Wilkins, Detroit, MI 48207.

The mailing address of the initial registered office is the same.

The name of the resident agent at the registered office is Mr. Ralph Bland.

**ARTICLE V**

The names and addresses of the incorporators are as follows:

Ralph Bland  
Detroit Edison Public School Academy  
1903 Wilkins  
Detroit, Michigan 48207

George P. Butler, III  
Dickinson Wright PLLC  
500 Woodward Avenue, Suite 4000  
Detroit, Michigan 48226

John M. Perkins  
Dickinson Wright PLLC  
500 Woodward Avenue, Suite 4000  
Detroit, Michigan 48226

## ARTICLE VI

The corporation is a governmental entity.

## ARTICLE VII

Before execution of a contract to charter a public school academy between the corporation and the School District of the City of Detroit (the "DPS"), the method of selection, length of term, and the number of members of the board of directors of the corporation (the "Academy Board") shall be approved by a resolution of the DPS as required by the Code.

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

1. **Method of Selection, Length of Term, Removal and Number of Members of Academy Board:**

a. **Method of Selection.** The initial members of the Academy Board shall be the individuals named on Attachment B to the Public School Academy Contract between the corporation and the DPS (the "Contract"). In the event of a vacancy on the Academy Board, whether by resignation or conclusion of a term, the Academy Board shall present the names and credentials of two (2) persons for each vacancy to DPS along with such additional forms, information and certificates required by DPS. Within thirty (30) days from its receipt of all required documents, forms and certificates, DPS shall select one of the two persons presented by the Academy Board for each vacancy. If DPS does not make a timely selection, the Academy Board may select one of the two persons presented to fill the vacancy subject to DPS further approval. A person selected to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member. In all cases, the Academy Board is required to pay the costs related to any and all criminal background checks required by DPS to be performed.

b. **Length of Term.** The term of each member of the Academy Board shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed for a term of three (3) years, 1/3 shall be appointed for a term of two years, and the remainder shall be appointed for a term of one year.

c. **Removal.** DPS may terminate the service of any member of the Academy Board at any time at its sole discretion. The Academy Board may remove a director upon a 2/3 vote of its members.

d. **Number of Directors.** The number of members of the Academy Board shall not be fewer than five (5) nor more than nine (9) as determined from time to time by the Academy Board with the consent of DPS.

2. **Qualifications of Academy Board Members:** To the extent possible, the members of the Academy Board shall include: (i) a representative of the parents of children attending the Academy, and (ii) at least one professional educator, preferably a person with school administrative experience. Members of the Academy Board shall not include: (i) employees of the Academy; (ii) owners, directors, officers and employees of a management

company that contracts with the Academy; (iii) owners, directors, officers and employees of a company, or a person, who leases property to the Academy, unless the DPS Designee (as defined in the Contract) consents to such membership and the lease was approved by a majority of the other board members; or (iv) employees or board members of DPS.

3. **Oath:** All members of the PSA's Board shall take and sign the constitutional oath of office, and shall cause a copy of such oath of office to be filed with the DPS Designee. No appointment shall be effective prior to the taking and signing of the oath of office.

4. **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

#### 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 provisions 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.

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 Authorizing Body or to such other governmental entities who are organized for similar purposes as set forth in Article II.

#### 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 691.1401 et seq. of the Michigan Compiled Laws.

#### ARTICLE X

The corporation, by a majority vote of the Academy Board, may, at any time, propose specific changes or amendments to these Articles of Incorporation or may propose a meeting to

discuss potential revision to these Articles of Incorporation. The proposal will be made to the DPS through its designee.

The DPS, or an authorized designee, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The Academy Board may delegate to an officer of the corporation the review and negotiation of changes or amendments to these Articles of Incorporation. The Articles of Incorporation shall be amended as requested by the DPS upon a majority vote of the Academy Board.

Amendments to these Articles of Incorporation take effect only after they have been approved by the Academy Board and by the DPS or their designee and filed with the Michigan Department of Licensing and Regulatory Affairs.

#### **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 for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Act;
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

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 Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964, Sections 691.1407 et seq., of the Michigan Compiled Laws.

#### **ARTICLE XIII**

The corporation may assume the liability for all acts or omissions of a nondirector volunteer, provided that:

- (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 as described in §209(e)(v) of the Act.

The 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, Sections 691.1401 et seq., of the Michigan Compiled Laws.

#### ARTICLE XIV


The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Academy Board. 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.

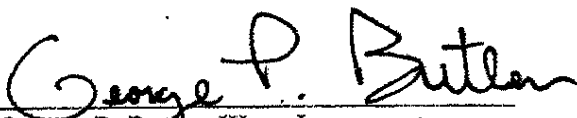
#### ARTICLE XV

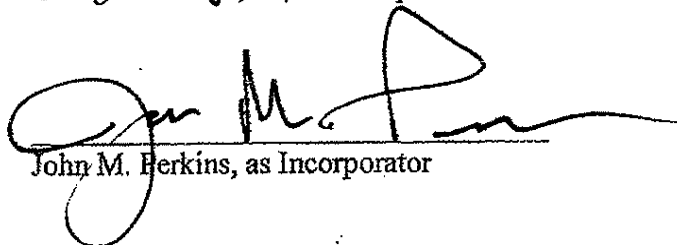
The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the DPS issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation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

**[SIGNATURE PAGE FOLLOWS]**

I, (We), the incorporator(s) sign my (our) name(s) this 9<sup>TH</sup> day of August, 2011.

  
Ralph Bland, as Incorporator

  
George P. Butler, III, as Incorporator

  
John M. Herkins, as Incorporator

DETROIT 50459-1 1214559v2

**SCHEDULE 3**

**BY LAWS**

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**BYLAWS**  
**OF**  
**NEW PARADIGM GLAZER-LOVING ACADEMY**

**ARTICLE I**

**NAME**

This organization shall be called New Paradigm Glazer-Loving 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 1000 Lynn Street, Detroit, Michigan 48238. The registered agent is Ralph Bland. The registered office is located in the state of Michigan and is 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, determinations 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 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 to the Academy Board of its activities as the Academy Board may request.

## ARTICLE VII

### OFFICERS OF THE BOARD

Section 1. Number. The officers of the 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 be 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 thereto. 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 20<sup>th</sup> day of March 2025.

Signed by:

*Edward Hill*

Board Secretary 783C60467...

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## **SCHEDULE 4**

### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to New Paradigm Glazer-Loving 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:   
\_\_\_\_\_  
David Boyne, Director  
State Finance Division  
Michigan Department of Treasury

Date: March 20, 2025

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ID\LCW

**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**



**Public School Academy / School of Excellence**  
**Master Calendar of Reporting Requirements**  
**July 1, 2025 – June 30, 2026**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2025-2026 School Calendar/School Day Schedule.	CSO
July 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2025-2026.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2025-2026.	CSO
July 1	Budgeted Enrollment Number for 2025-2026.	CSO
July 15	Alternative Education Data Collection – final data for 24-25 school year, if applicable.	CSO
August 1	Annual Designations – Board Resolutions for appointment of Freedom of Information Act Coordinator, Legal Counsel, School Safety Liaison, and Chief Administrative Officer for 2025-2026.	CSO
August 18	Authorizer Report: ESPs and Owner of Academy Property.	
August 28	4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.	CSO
August 28	Hylant Insurance Policy Submission.	CSO
September 5	GVSU Check Directions (Where do we send checks for the 25-26 FY?)	CSO
September 5	Board approved Student Handbook 2025-2026.	CSO
September 5	Board adopted Employee Handbook 2025-2026.	CSO
September 5	Copy of School Improvement Plan covering 2025-2026 academic year.	CSO
September 5	School Contacts Update Certification.	CSO
September 12	Updated Waitlist Number for 2025-2026.	CSO
October 3	Staff Roster (GVSU Format).	CSO
October 3	Annual Nonprofit Corporation Information Update for 2025.	CSO
October 3	Unofficial Count Day Submission.	CSO
October 10	National Student Clearinghouse information-high schools only (see Epicenter task).	CSO
<b>November 1</b>	<b>New Task: Per <a href="#">Public Act 214</a> of 2024 certification; list average salaries for new teachers, veteran teachers, and support staff on the academy website.</b>	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2025. (See MDE Website, <a href="https://www.michigan.gov/mde">https://www.michigan.gov/mde</a> , for MDE due date).	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2025, if issued. If a	CSO

<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>	<b>SUBMIT TO:</b>
	management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	
November 1	Annual A-133 Single Audit for year ending June 30, 2025, is required if over \$750K in federal funds were expended. If a single audit is not necessary, a letter stating as such is required to be submitted.	CSO
November 3	1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.	CSO
November 17	Alternative Education Data Collection, if applicable.	CSO
December 1	Transparency Page Update Certification.	CSO
January 9	Staff Roster (GVSU Format).	CSO
January 9	School Contacts Update Certification.	CSO
January 9	Emergency Operations Plan.	CSO
January 30	2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Schedule 6 Certification. See task for more detail.	CSO
February 13	Annual Education Report. The deadline changes for this each year. Please be sure to check <a href="http://mischooldata.org">mischooldata.org</a> for the updated templates or find them in the Epicenter Task.	CSO
April 13	Ensuring Access to Federal Funds-Significant Expansion Notice	CSO
April 30	3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2026-2027.	CSO
May 15	Offered Seat Schedule per Grade for 2026-2027.	CSO
May 15	Waitlist for 2026-2027.	CSO
June 2	Certificate of Boiler Inspection covering 2025-2026.	CSO
June 2	NWEA Counts for next academic year.	CSO
June 12	Copy of Notice of Public Hearing for Annual Operating Budget for 2026-2027. Must be published in newspaper of general circulation for at least 6 days before the hearing.	CSO
June 26	2025-2026 Log of emergency drills, including date, time, and results. See Epicenter Task for template.	CSO
June 26	Board adopted Letter of Engagement for year ending June 30, 2026, for an independent financial audit.	CSO
June 26	2024-2025 Annual Operating Budget – Final Amendment	CSO
June 26	Food service license expiring in 2026.	CSO
June 26	Scholarship Dollars awarded to graduating seniors (High Schools Only).	CSO
June 26	Total number of graduates (High Schools Only).	CSO

### **Ongoing Reporting Requirements**

## July 1, 2025 – June 30, 2026

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting. <i>Meeting schedule should be available on academy website.</i>	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments. <i>Agenda should be available on academy website.</i>	CSO
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings. <i>Minutes should be available on academy website.</i>	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2025-2026 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended.	No submission needed.
14 days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
Prior to approval by GVSU Board of Trustees	Verification of Citizenship and Michigan Residency.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution available on school website per the State School Aid Act.	CSO
10 days of receipt	Correspondence received from the Michigan Department/State Board of Education and the Intermediate School District 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, 2025 – June 30, 2026

*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 <a href="https://www.michigan.gov/asbestos">https://www.michigan.gov/asbestos</a> 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
<b>REQUIRED BOARD POLICIES</b> <i>(this is not an all-inclusive list; additional policies may be required; requirement can be satisfied by providing a website link to all board approved policies)</i>	<b>SUBMIT TO:</b>
<b>Board adopted Purchasing Policy</b> (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
<b>Use of Medications Policy</b> (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
<b>Harassment of Staff or Applicant Policy</b> (date of approval or revision). <b>Harassment of Students Policy</b> (date of approval or revision) Reference: MCL 380.1300a	CSO
<b>Search and Seizure Policy</b> (date of approval or revision). Reference: MCL 380.1306	CSO
<b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval or revision). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
<b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b> (date of approval or revision). Reference: MCL 380.1137	CSO
<b>Board Member Reimbursement of Expenses Policy</b> (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
<b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval or revision). Reference: MCL 380.1299	CSO
<b>Electronic or Wireless Communication Devices Policy</b> (date of approval or revision).	CSO
<b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO

<b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975.	CSO
<b>Academy Deposit Policy</b> (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
<b>Parental Involvement Policy</b> (date of approval or revision). Reference: MCL 380.1294	CSO
<b>Wellness Policy</b> (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
<b>Corporal Punishment Policy</b> (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
<b>Anti-Bullying Policy (Matt's Safe School Law)</b> (date of approval or revision). Reference: MCL 380.1310b	CSO
<b>Cardiac Emergency Response Plan</b> (date of approval or revision). Reference: MCL 29.19	CSO
<b>Emergency Operations Plan</b> (date of approval or revision). Reference: MCL 380.1308b	CSO
<b>Data Breach Response Plan</b> (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO

**Calendar of Additional Reporting Requirements and Critical Dates  
July 1, 2025 – June 30, 2026**

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

<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>	<b>SUBMIT TO:</b>
July	2024-2025 31a Funds Report Due.	NexSys
July/August	Consolidated Applications for Federal Title Funds Due (allocation amounts posted to MDE's website in early May).	NexSys
1 <sup>st</sup> Wednesday of October	Student Count Day for State Aid FTE (90% of state funding).	No submission required.
September	SE-4094 Special Education Transportation Report from 2024-25 (Contact ISD for due date).	FID
September	SE-4096 Special Ed Actual Cost Report (Contact ISD for due date).	FID
September	*Special Education Findings–Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required.	Catamaran
September	Eye Protection Certificate (#4527 Certification of Eye Protective Devices, if applicable).	NexSys
September	Certification of Constitutionally Protected Prayer.	NexSys
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.

<b>DUE DATE</b>	<b>REPORT DESCRIPTION</b>	<b>SUBMIT TO:</b>
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 1	Deadline for electronic submission to the Financial Information Database. State aid will be withheld if the submission is not successful.	FID
November	Deadline for MSDS FTE Count Certification.	CEPI
December 1	Registry of Educational Personnel (REP) Fall Submission.	REP
November/ December	<b>Special Education Count on MI-CIS.</b> Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
January	Special Education Excess Cost Report (Contact ISD for due date).	Catamaran
February 1	Deadline for Immunization Record Report–IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
2 <sup>nd</sup> Wednesday of February	Supplemental Student Count for State Aid FTE (10% of state funding for next fiscal year).	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch, or milk (official date TBD).	MDE
March	Deadline for MSDS FTE Count Certification.	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran
March 1 – March 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
May	*Special Education Findings–May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review/completion of corrective actions as required.	Catamaran
June	Final year-end certification due (MSDS).	ISD, CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)
June 30	Registry of Educational Personnel (REP) Submission.	REP

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

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

**SCHEDULE 6**

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

## SCHEDULE 6

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

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

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

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

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

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

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

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

## MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the “**Agreement**”) is made and entered into as of the 6<sup>th</sup> day of June, 2025 by and between **NEW PARADIGM FOR EDUCATION INC.** (“**NPFE**”), a Michigan corporation formed pursuant to Michigan Public Act 327 of 1931, as amended, and **NEW PARADIGM GLAZER-LOVING ACADEMY** (the “**Academy**”), a Michigan public school academy organized under the Revised School Code (the “**Code**”).

WHEREAS, the Academy is a public school academy located at 2001 LaBelle St, Detroit, MI 48238, organized and operated pursuant to Part 6A of the Code; and

WHEREAS, the Academy operates under the direction of the New Paradigm Glazer-Loving Academy Board of Directors (“**Academy Board**”); and

**WHEREAS**, pursuant to a Contract to Charter a Public School Academy (the “**Contract**”), dated July 1, 2025 and issued to the Academy by AUTHORIZER (“**AUTHORIZER**”) as the authorizing body (“**Authorizer**”), the Academy Board is authorized to organize and operate a public school academy in the State of Michigan pursuant to Part 6A of the Code; and

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

### ARTICLE I CONTRACTUAL RELATIONSHIP

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

the extent it conflicts with the Academy Board's statutory prerogatives and duties or the terms of the Contract.

**B. Contract.** Acting under and in the exercise of such authority, the Academy Board hereby contracts with NPFE, to the extent permitted by law, for specified functions relating to the provision of educational services and the management and operation of the Academy. This Agreement is subject to all of the terms and conditions of the Contract. The Contract shall be deemed incorporated herein by reference. In the event of any inconsistency between the provisions of the Agreement and the provisions of the Contract, the provisions of the Contract shall prevail. The parties agree to negotiate in good faith any necessary amendment to this Agreement necessary to resolve any conflict with the Contract. Any amendment to this Agreement shall be in a writing signed by the parties after AUTHORIZER approval.

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

1. The Academy Board may by resolution designate an officer or employee of NPFE, as may be mutually agreed upon by NPFE and the Academy, to serve as the chief administrative officer ("CAO") of the Academy and to perform the duties of the CAO under the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and to provide oversight of other contractors of the Academy, as designated by the Academy Board from time to time.
2. Employees of NPFE, to the extent they have a legitimate educational interest in so doing, are authorized access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"), provided the Academy disseminates the notice required pursuant to FERPA and its related regulations.

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

## ARTICLE II TERM

This Agreement shall become effective upon execution and shall run coterminous with the Contract, subject to Article VIII herein. Notwithstanding the foregoing, the term of this Agreement shall not exceed five (5) academic years.

### ARTICLE III FUNCTIONS OF NPFE

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

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

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

**B. Educational Program.** NPFE shall implement the educational goals and programs set forth in the Contract, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes ("**Educational Program**"). In the event that NPFE determines that it is advisable to modify the Educational Program, NPFE will provide written notification to the Academy Board specifying the changes it recommends and the reasons for the proposed changes. As the Educational Program is an integral part of the Contract, no changes in the Educational Program shall be implemented without the prior written approval of the Academy Board, which may be fulfilled by action of the Academy Board at a meeting convened pursuant to the Michigan Open Meetings Act, and approval by AUTHORIZER through the process set forth in the Contract for amendment thereof. NPFE shall provide the Academy Board with written reports on a quarterly basis specifying the level of achievement of each of the Academy's educational goals as set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained.

**C. Subcontracts.** It is anticipated that NPFE will utilize subcontractors to provide some of the services it is required to provide to the Academy, including but not limited to, transportation, food service, Academy compliance, special education services, and human resources. NPFE shall not subcontract the management, oversight or operation of the Educational Program, without the prior written approval of the Academy Board, which consent shall not be unreasonably withheld. Academy Board approval of other subcontracts is not required unless the costs for these subcontracted services exceeds the funds appropriated for that purpose in the Academy's approved budget, or is in excess of the contract amount required to be approved by the Academy Board by the Academy's contractual obligations to AUTHORIZER.

**D. Place of Performance.** Instruction services other than field trips and activities will normally be performed at Academy facilities. NPFE may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by the Contract or applicable law. The Academy shall provide NPFE with the necessary office space at the Academy site to perform all services described in this Agreement. All student records and books of the Academy, as well as copies of minutes of both regular and executive sessions of the Academy Board and all required compliance materials (“**Academy Documents**”) shall be maintained at the Academy site at the Academy’s sole expense. The Academy shall not unreasonably restrict NPFE’s or its agents and subcontractors’ access to such Academy Documents.

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

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

**G. Student Recruitment.** NPFE shall be jointly responsible for the lawful recruitment and enrollment of students subject to the provisions of the Contract. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with applicable law. NPFE shall follow all applicable Academy policies and procedures regarding student recruitment, enrollment and lottery management, and shall assist the Academy with the publication of appropriate public notices and scheduling open houses.

**H. Student Due Process Hearings.** NPFE shall ensure that students are provided with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, students subject to a Section 504 Plan, special education, confidentiality and access to records, to the extent consistent with the Academy’s own obligations. The Academy Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled. In addition, NPFE may assist the Academy Board to establish student discipline policies and procedures.

**I. Legal Requirements.** NPFE shall provide the Educational Program consistent with all federal, state, and local requirements, and the requirements imposed under the Code and Contract, unless such requirements are or have been waived in writing by a binding authority able to grant said waiver.

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

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

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

**M.** Miscellaneous Duties of NPFE. NPFE agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract, including but not limited to the following:

- (i) All of the Academy's financial and other NPFE-related records related to the Academy will be made available to the Academy's independent auditor and that NPFE's staff will cooperate with said auditor. NPFE shall not select or retain the Academy's auditor.
- (ii) NPFE certifies that there shall be no markup of costs for supplies, materials or equipment procured by NPFE on the Academy's behalf and all supplies, materials and equipment procured for the Academy by NPFE shall be inventoried by an acceptable method of inventory and further, an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.
- (iii) Upon termination, NPFE and any other educational service provider with which it has contracted on behalf of the Academy ("ESP") shall work for a specified period of time to transition to a new ESP. There may be a fee set forth for this service. All contracts entered into by NPFE with another ESP for services at the Academy shall provide as such.
- (iv) Upon termination, NPFE, and any ESP shall, without charge (a) close the books on the then-current fiscal quarter; (b) organize and prepare the Academy's records for transition to the new ESP; (c) organize and prepare student records for transition to the new ESP; and (d) provide for the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing. All contracts entered into by NPFE with another ESP for services at the Academy shall provide as such.
- (v) NPFE, nor any ESP, may not include in its contracts with staff assigned to the Academy (including by way of example and not limitation, teachers administrators, counselors and the like) any noncompete agreements or provisions of any nature whatsoever. All contracts entered into by NPFE with another ESP for services at the Academy shall provide as such.
- (vi) The Academy Board and the NPFE may not substantially amend the management contract without the prior written consent of the AUTHORIZER Designee. Whether or not substantial, the PSA shall submit to the AUTHORIZER Designee all amendments to the management contract prior to the execution of such amendment.

- (vii) NPFE hereby agrees, and shall provide in any contract with an ESP on behalf of the Academy that the ESP agrees, to indemnify and hold AUTHORIZER 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 AUTHORIZER which arise out of or are in any manner connected with the Academy's operations or which are incurred as a result of the reliance by AUTHORIZER and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the NPFE, or which arise out of the failure of the NPFE or the Academy to perform its obligations under the Contract.
- (viii) NPFE will conduct criminal background and unprofessional conduct checks required by the law applicable to employees and contractors of a public school for all personnel and contractors assigned to work at an Academy site who would have to have been so checked had they been employed or contracted directly by the Academy. NPFE shall so provide in any contract it enters into with an ESP on behalf of the Academy and NPFE will annually certify its compliance with the requirements of this provision, and, upon request, will provide copies to the Academy or its designee of all background and unprofessional conduct checks performed.
- (ix) The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement. NPFE will not knowingly act in a manner that will reasonably cause the Academy to be in material breach of the Contract such that AUTHORIZER threatens termination of the Contract in a writing delivered to the Academy. In the event that NPFE does not cure such breach within one academic year, such action by NPFE and subsequent failure to cure shall be considered cause to terminate this Agreement.

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

**O. Annual Budget Preparation.** NPFE will provide the Academy Board with a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., in a form reasonably satisfactory to the Academy Board and to AUTHORIZER. At a minimum, NPFE agrees to provide the following: (1) The budget shall contain object level detail and comply with public accounting standards applicable to public schools and public school academies in Michigan and required by applicable law. (2) The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. (3) The proposed budget shall be submitted

to the Academy Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to AUTHORIZER. NPFE may not make deviations from the approved budget without the prior approval of the Academy Board.

**P. Financial Reporting.** On not less than a monthly basis, NPFE shall provide the Academy Board with monthly financial statements not more than thirty (30) days in arrears. Financial statements shall include a balance sheet, cash flow statement and statement of revenue, expenditures and changes in fund balance, detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by the Academy Board. A written report shall explain any variances from the approved budget, shall contain recommendations for necessary budget corrections and shall be prepared at least five (5) calendar days in advance of the Academy Board meeting to be available for Academy Board packets sent to Academy Board members in preparation for Academy Board meetings. NPFE shall provide special reports as necessary to keep the Academy Board informed of changing conditions.

**Q. Operational Reporting.** At least four (4) times per year NPFE will provide the Academy Board with comprehensive written reports, in a form reasonably acceptable to the Academy Board, detailing Academy operations, finances and student performance. In order to enable the Academy Board to monitor NPFE's educational performance and the efficiency of its operation of the Academy, upon the request of the Academy Board, NPFE will provide written reports to the Academy Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than one (1) month after the request for the report is received by NPFE unless the Academy Board and NPFE mutually agree upon an extended timetable.

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

#### ARTICLE IV OBLIGATIONS OF THE BOARD

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

**B. Building Facility.** The Academy Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract and applicable law.

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

**D. Educational Consultants.** The Academy Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of NPFE under this Agreement. NPFE shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities, and information as if such requests came from the full Academy Board. NPFE shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Academy Board. The cost to employ an educational consultant shall be paid by the Academy Board.

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

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

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

**H. Academy Funds.** The Academy Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account shall be Academy Board members and/or properly designated Academy Board employees. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Academy Board shall provide Academy funding on a consistent and timely basis to NPFE to fulfill its obligations under this Agreement.

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

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

## ARTICLE V

**Reserved.**

## ARTICLE VI FINANCIAL ARRANGEMENT

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

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

1. The Academy and/or NPFE shall solicit and receive donations consistent with the mission of the Academy.
2. The Academy and/or NPFE may apply for and receive grant money, in the name of the Academy. NPFE shall provide advance notification to the Academy Board of any grant applications it intends to make and receive Academy Board approval for the application prior to accepting any grant.
3. To the extent permitted under the Code, and with prior Academy Board approval, NPFE may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

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

**C. Compensation for Services.** The Academy shall pay NPFE an annual compensation fee during the term of this Agreement in an amount equal to 15% percent of the state per pupil revenue (“PPR”) that the Academy receives all students enrolled in the Academy. The PPR may fluctuate during the term of this Agreement and may be impacted by changes in the state school aid payment, monies or services provided by other state agencies, and the extent of other revenue sources.

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

**E. Payment of Educational Program Costs.** In addition to the fee described in this Section, the Academy shall reimburse NPFE for all costs reasonably incurred in providing the Educational Program at the Academy other than NPFE overhead costs upon. Such costs shall include, but shall not be limited to, curriculum materials, professional development, textbooks, library books, costs

for computer and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, costs for personnel provided at the Academy either by NPFE or through an entity with which NPFE subcontracts for staff, and marketing and development costs. Marketing development and personnel costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program. The Academy Board must be informed of and approve the level of compensation and fringe benefits provided to employees of NPFE assigned to the Academy. The Academy Board shall reimburse NPFE monthly for approved fees and expenses upon properly presented documentation and approval by the Academy Board. At its option, the Academy Board may advance funds to NPFE for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification within thirty (30) days. In paying costs on behalf of the Academy, NPFE shall not charge an added fee. Any costs reimbursed to NPFE that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by NPFE.

**F. Financial Reporting.** The fee due to NPFE shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. NPFE shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each year and ending in August of each school year. Such installment amount shall be due and payable by the Academy within 24 hours of receipt by the Academy of its monthly SSA. The Academy agrees to electronically wire funds to NPFE's account. Payments due and owing to NPFE shall be made by the Academy to NPFE in full by the 20<sup>th</sup> day of the Academy receiving its monthly SSA and all school revenue. Failure by the Academy to compensate NPFE for the agreed upon fee and frequency, may constitute a direct breach of contractual responsibilities by the Academy, and may result in immediate cancellation of all management services and any other services provided by NPFE under this Agreement with or without prior notice. The Academy acknowledges and agrees that immediate cancellation by NPFE will still require the Academy to meet its financial obligations to NPFE as set forth in this Agreement. .

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

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

**I. Access to Records.** NPFE shall keep accurate financial, educational and student records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of NPFE, and shall retain all of these records in accordance with applicable state and federal requirements. Financial, educational, operational and student records that are now

or may in the future come into the possession of NPFE are Academy property and are required to be returned by NPFE to the Academy upon demand, provided that NPFE may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. NPFE and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict AUTHORIZER's or the public's access to these records under applicable law or the Contract.

## ARTICLE VII PERSONNEL AND TRAINING

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

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

**C. Teachers.** The Academy Board, with input from NPFE, shall determine the number of teachers, applicable grade levels, and subjects taught in the Academy. NPFE, through its subcontractor, shall provide the Academy with the necessary teachers, qualified in the grade levels and subjects required, as established by the Academy Board in accordance with the Academy Board approved budget and Contract. The curriculum taught by the contracted teachers shall be the curriculum set forth in the Contract and developed by the NPFE. NPFE agrees that it will require, in its independent contractor agreement with a third party for the provision of teachers and other Worksite Staff, that every teacher assigned to the Academy, shall hold a valid teaching certificate issued by the State Board of Education in accordance with the Code, be highly qualified as required by the NCLB, or be credentialed as may otherwise be required or permitted by applicable law.

**D. Support Staff.** The Academy Board, with input from NPFE, shall determine the number and functions of support staff required for the operation of the Academy. NPFE shall provide the

Academy, through a third party contractor, with such support staff as required by the Academy Board in accordance with the Academy Board's approved budget. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, bookkeeping staff, maintenance and custodial personnel and the like.

**E. Employer of Personnel.** As set forth previously herein, the Academy understands and agrees that all instructional and non-instructional staff assigned to work at the Academy will be provided by NPFE and approved by the Academy. The Worksite Staff shall be employees of the Academy. The Worksite Staff shall be employees of NPFE. The Academy and NPFE understand and agree that substitute teachers and other substitute instructional staff may be provided through an Academy Board authorized subcontractor, NPFE's subcontractor, or the Academy.

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

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

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

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

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

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

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

#### ARTICLE VIII TERMINATION OF AGREEMENT

A. Termination by the Academy for Cause. This Agreement may be terminated by the Academy for cause prior to the end of the term specified in this Agreement in the event that NPFE should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than thirty (30) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Academy Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so), or failure to meet or make appropriate progress towards meeting the outcomes stated this Agreement and the Contract (which failure is not attributable to the Academy Board); a violation of the Contract or of applicable law and any action or inaction by NPFE that places the Contract in reasonable jeopardy of revocation, termination or suspension as discussed above. In order to terminate this Agreement for cause, the Academy Board is required to provide NPFE with written notification of the facts it considers to constitute material breach. NPFE has not less than thirty (30) days after written notice from the Academy to remedy this breach. After the period to remedy the material breach has expired, the Academy Board may terminate this Agreement by providing NPFE with written notification of termination.

B. Termination by NPFE for Cause. This Agreement may be terminated by NPFE for cause prior to the end of the term specified in this Agreement in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than thirty (30) days after notice from NPFE. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make payments to NPFE as required by this Agreement or a failure to give consideration to the recommendations of NPFE regarding the operation of the Academy; a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, or upon suspension or revocation of the Contract which NPFE reasonably determines is not capable of resolution, NPFE is required to provide the Academy Board with written notification of the facts it considers to constitute material breach and

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

**C. Revocation or Termination of Contract.** If the Contract is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically terminate on the same date as the Contract is revoked, terminated or expires without further action of the parties. The Academy shall pay to NPFE all amounts due and owing for services provided up to the date of termination and, on a per-diem basis, for any services that NPFE, in its sole discretion, elects to provide to the Academy following termination. The Academy shall also provide in any dissolution plan for the compensation of NPFE for any services which NPFE may perform as part of the dissolution process.

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

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

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

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

**H. Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, NPFE shall provide the Academy reasonable assistance for up to 90 days after the effective date of the termination to allow a transition to another education

service provider, provided the Academy pays NPFE a reasonable per-diem rate negotiated at the time of transition.

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

## ARTICLE IX PROPRIETARY INFORMATION

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

The parties acknowledge and agree that the Academy owns all proprietary rights to curriculum or educational materials that (i) are developed and/or paid for by the Academy; or (ii) developed by NPFE at the direction of the Academy Board, except that NPFE owns all curriculum or educational materials copyrighted by NPFE. Notwithstanding the foregoing, educational materials and teaching techniques used by the Academy may be subject to disclosure under the Revised School Code, the Contract or the Michigan Freedom of Information Act to the extent required thereby.

## ARTICLE X INDEMNIFICATION

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

claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amount acceptable to NPFE.

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

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

**D. Indemnification for Negligence.** To the extent permitted by law, the Academy shall indemnify and hold harmless NPFE and its subcontractors, Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which NPFE may incur and which arise out of the negligence of the Academy's Board of Directors, officers, employees, agents or representatives. NPFE shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of NPFE's directors, officers, employees, agents or representatives, or subcontractors.

**E. Indemnification of AUTHORIZER.** The parties acknowledge and agree that AUTHORIZER, its Board of Trustees, and its members, officers, employees, agents or representatives ("**AUTHORIZER Parties**") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, NPFE hereby promises to indemnify, defend and hold harmless the AUTHORIZER Parties 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 of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the AUTHORIZER Parties, and not caused by the sole negligence of the AUTHORIZER Parties, which arise out of or are in any manner connected with the Academy Board's approval of the Academy application, the Academy Board's consideration of or issuance of a Contract, NPFE's preparation for or operation of the Academy, or which are incurred as a result of the reliance by the AUTHORIZER Parties upon information supplied by NPFE, or which arise out of NPFE's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the AUTHORIZER Parties may commence legal action against NPFE to enforce its rights as set forth in this section of the Agreement.

## ARTICLE XI INSURANCE

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

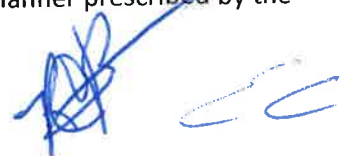
"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this 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 School of Excellence 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 561 of the Code, MCL 380.561; or (ii) to undergo a reconstitution pursuant to 31 Section 561 of the Code, MCL 380.561, 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 553c of the Code, MCL 380.553c, 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.”

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

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

**B. Insurance of NPFE.** NPFE shall secure and maintain general liability insurance with the Academy listed as an additional insured. NPFE shall maintain insurance coverage in an amount and on such terms as are reasonably acceptable to the Academy Board and as required by the Contract, including the indemnification of the Academy provided by this Agreement. NPFE shall, upon written request, present evidence to the Academy that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to NPFE under NPFE's policy with its insurer(s).

**C. Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees. Any subcontractor of the Academy or NPFE must maintain workers' compensation insurance as required by law, covering their respective employees.

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

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

## **ARTICLE XII WARRANTIES AND REPRESENTATIONS**

**A. Academy Warranties and Representations.** The Academy Board represents that on behalf of and in the name of the Academy, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Academy Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

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

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

ARTICLE XIII  
MISCELLANEOUS

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

**B. Force Majeure.** Notwithstanding any other provision of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control.

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

If to NPFE:                   New Paradigm for Education  
  1903 Wilkins  
  Detroit, MI 48207

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

If to the Academy:         Academy's Board President  
  2001 LaBelle St  
  Detroit, MI 48238

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

**D. Severability.** The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

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

**F. Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Academy Board and NPFE, and signed by a duly authorized officer. In addition, any modification to this Agreement must be submitted to AUTHORIZER prior to approval and execution.

**G. Non-Waiver.** No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

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

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

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

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

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

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

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

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

**P. Dispute Resolution Procedure.** Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in southeastern Michigan as mutually agreed by the parties. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The cost of arbitration, not including attorney fees, shall be split by the parties. Each party shall pay its own attorney fees and costs of experts.

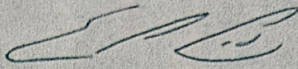
**Q. Modification to Conform to Changed AUTHORIZER Policies.** The parties intend that this Agreement shall comply with all of AUTHORIZER's requirements and policies applicable to educational service providers, as the same may be amended or changed from time to time. In the event that changes in AUTHORIZER's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

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

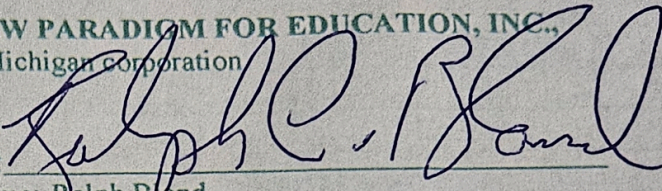
[Remainder of page intentionally left blank].

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

**New Paradigm Glazer-Loving Academy,**  
a Michigan public school academy

By:   
Name: Edward Cotton IV  
Its: Board President

**NEW PARADIGM FOR EDUCATION, INC.,**  
a Michigan corporation

By:   
Name: Ralph Bland  
Its: President and CEO

## SCHEDULE 7

### **ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM**

The Academy will comply with the requirements of MCL 380.580(q) and is required to list "authorized by Grand Valley State University" on property signage, promotional materials, footer of its website pages, and student applications.

**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.

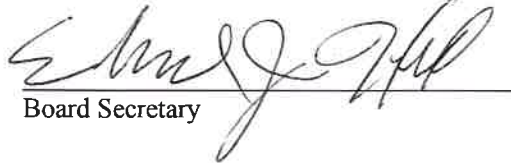
Date: 3/20/2025



\_\_\_\_\_  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the New Paradigm Glazer-Loving Academy Board of Directors at a properly noticed open meeting held on the 20 day of March, 2025, at which a quorum was present.



\_\_\_\_\_  
Board Secretary

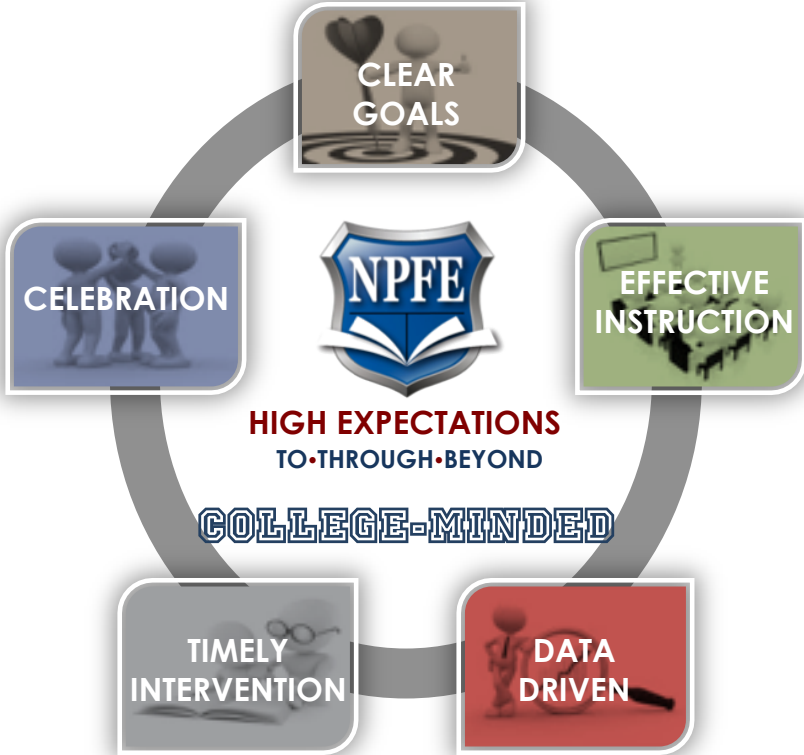
**SCHEDULE 7-2**

**CURRICULUM**

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

# CURRICULUM DESCRIPTION

New Paradigm Glazer-Loving Academy



# Curriculum Description

## Course Matrix

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

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

## College Readiness

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

## Student Supports

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

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

## **READING**

### **Kindergarten: KinderCorner (Success For All)**

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

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

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

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

#### *Lesson Components*

#### **GREETINGS, READINGS, & WRITINGS**

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

#### **GATHERING CIRCLE**

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

#### **THEME EXPLORATION**

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

#### **RHYME TIME**

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

#### **STORY TELLING AND RETELLING (STAR)**

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

#### **LEARNING LABS**

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

#### **15-MINUTE MATH**

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

#### **SNACK/OUTSIDE/GROSS-MOTOR PLAY**

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

## **STEPPING STONES AND KINDERROOTS**

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

## **MATH**

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

## **LET'S DAYDREAM**

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

## **WRITE AWAY**

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

## **LET'S THINK ABOUT IT**

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

## **HOME LINK**

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

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

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

## **1<sup>st</sup> Grade: Roots 4<sup>th</sup> Edition (Success For All)**

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

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

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

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

*Reading Roots lessons feature the following parts:*

#### **FASTTRACK PHONICS**

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

#### **SHARED STORIES**

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

#### **STORY TELLING AND RETELLING (STAR)**

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

#### **LANGUAGE LINKS**

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

#### **ADVENTURES IN WRITING**

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

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

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

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

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

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

## **2<sup>nd</sup> – 8<sup>th</sup> Grades: Wings 5<sup>th</sup> Edition (Success For All)**

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

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

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

*Reading Wings lessons feature the following parts:*

### **TARGETED TREASURE HUNTS**

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

### **TARGETED-SKILL INSTRUCTION**

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

### **THE SAVVY READER**

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

### **TIGRRS**

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

### **FLUENCY IN FIVE**

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

### **WORD POWER**

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

### **BOOK CLUB**

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

### **ADVENTURES IN WRITING**

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

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

# MATHEMATICS

## K – 5<sup>th</sup> Grades: Eureka Math<sup>2</sup>

*Eureka Math*<sup>2</sup> is a complete, PreK–12 curriculum and professional development platform. It follows the focus and coherence of the Common Core State Standards and carefully sequences the mathematical progressions into expertly crafted instructional modules.

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

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

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

As extensive as these resources are, ***Eureka Math*<sup>2</sup> is not meant to be prescriptive**. Rather, it is offered as a basis for teachers to hone their own craft. Great Minds believes deeply in the ability of teachers and in their central, irreplaceable role in shaping the classroom experience. To support and facilitate that important work, *Eureka Math* includes:

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

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

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

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

## **What Eureka Math<sup>2</sup> is and is not**

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

## **“Aligned” is not enough**

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

## **Better design yields better results**

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

## **6 – 8<sup>th</sup> Grades: Illustrative Mathematics**

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

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

## **Developing Conceptual Understanding and Procedural Fluency**

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

## **Applying Mathematics**

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

## **The Five Practices**

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

## **Task Purposes**

Different instructional tasks serve different purposes. Examples include:

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

## **WRITING**

### **K – 8<sup>th</sup> Grades: Write Source (Houghton-Mifflin-Harcourt)**

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

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

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

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

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

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

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

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

### **COLLEGE AND CAREER READINESS**

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

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

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

## K – 8<sup>th</sup> Grades: Step-Up To Writing (Houghton-Mifflin-Harcourt)

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

*Step Up to Writing* features:

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

Additional features include:

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

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

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

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

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

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

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

### Progression of Skills and Common Writing Language Across Grade Levels

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

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

## **SCIENCE**

### **K – 8<sup>th</sup> Grades: StemScopes (Accelerate Learning)**

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

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

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

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

- **Engaging Students in Real STEM Learning**

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

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

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

- **True Alignment to the NGSS**

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

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

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

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

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

## **SOCIAL STUDIES**

### **K-5<sup>th</sup> InquirED (Inquiry Journeys) 6<sup>th</sup> – 8<sup>th</sup> Grades: MC3 (Atlas Rubicon)**

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

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

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

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

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

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

## **FINE/PERFORMING ARTS and PHYSICAL EDUCATION**

### **K – 8<sup>th</sup> Grades**

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

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

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

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

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

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

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

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

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

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

# **New Paradigm Glazer Academy**

## *School Team Roles & Responsibilities*

### **Principal**

#### **Instructional Leadership**

- Provide exemplary leadership to all school community members to achieve outstanding academic performance and preparing each scholar for excelling to, through, and beyond college
- Demonstrate a relentless commitment academic achievement and growing and developing scholars
- Develop and communicate NPFE school systems, culture, and vision, and build and implement a plan to achieve that vision
- Use data to inform decisions and model this practice for teachers and other instructional leaders
- Ensure implementation and consistency of the NPFE academic model and alignment to state and other rigorous standards

#### **Leading, Coaching & Evaluating**

- Conduct ongoing observations and feedback grounded in our coaching model
- Manage and lead faculty and staff, including evaluations, retention, coaching and professional development, observations, communication, etc.
- Support the recruitment of strong staff members
- Ensure that instructional staff are providing rigorous daily lessons grounded in our curriculum, tracking assignments and homework, and keeping accurate and up-to-date student grades and records
- Ensuring that non instructional staff are completing their duties and professional responsibilities with fidelity and professionalism
- Foster commitment among staff to the development and fulfillment of the NPFE vision and academic model
- Hold teachers accountable for meeting a high bar for student performance and meeting individual student needs.
- Ensure that the school environment is clean, welcoming, and conducive to learning

#### **School Culture**

- Implement all New Paradigm For Education norms (i.e. cultural, communication, behavioral, academic, leadership etc.) with fidelity
- Build a joyful and rigorous school culture
- Foster consistency in academic and behavioral expectations
- Collaborate with school staff to support students' academic and socio-emotional development;
- Ensure that traditions and rituals that support the school's college mission are built and maintained, grade by grade, year to year

#### **Family Engagement**

- Communicate regularly with families, ensuring they are kept involved with and held accountable for their children's performance, and correspond about school policies, trips, and events

- Organize and ensure implementation of parent/community workshops and training around expectations, curriculum, student responsibilities, etc.
- Respond to family concerns promptly and effectively

### **Student Support Specialist**

- Design and implement schoolwide plans for creating a positive school climate, and helping students develop a positive self-concept.
- Provide direct services to students and teachers based on the referral process and the background, experience and strengths of the SSS.
- Organize, lead and ensure follow through for schoolwide Solutions Teams to strengthen the learning environment for all students. Solutions Teams create and strengthen plans to support attendance, interventions, parent and family involvement, community connections, and cooperative culture.
- Support & Lead under the Direction of the Principal the Solutions process and implementation of various student interventions, including PBIS and RTI.
- Coordinate and facilitate a restorative practices approach to student discipline throughout the building.
- Maintain up-to-date records such as referral data, documentation of student support services and interventions, attendance trends, parental engagement logs, etc.
- Coordinate schoolwide, academy, grade level and individual meetings around attendance, achievement and discipline data to proactively address opportunities and challenges
- Design and implement attendance intervention steps, including but not limited to holding attendance conferences and making home visits, contacting students and parents to discuss attendance irregularities, and developing and following through on plans to strengthen attendance for students that are chronically absent and/or tardy.
- Seek out and build community partnerships to provide support, training, and services to staff, students, and families.
- Design and implement proactive parent engagement plans, including both 1-1 plans and schoolwide events, and respond to parent requests and challenges as needed.
- Design and oversee opportunities for involving parents, guardians, and volunteers in the life of school.
- Conduct home visits based on the data and at the request of building leadership
- Support leadership and staff as needed
- Other ancillary duties as needed or assigned

### **Teacher**

- Possess and implement knowledge of pedagogy and core content (language arts, mathematics, science, and social studies)
- Write and implement lesson plans grounded in our curriculum, regularly incorporating constructive feedback
- Keep and use up-to-date data to monitor student progress and drive instructional choices
- Solicit and utilize constructive feedback received from administrators and instructional coaches
- Work in teams to plan problem solve, and support one another on a daily basis
- Develop family-school relationships that foster the academic and social development of the child
- Encourages parents/guardians to participate in the daily life of the school and reaches out to families in their homes through training, parent nights, conferences, and telephone contact and through technology

- Establish connections and relationships among their students and the larger community that support the academic and social development of the child and contribute to achievement of overall school goals
- Other ancillary duties as needed or assigned

### **Interventionist/Tutor**

- Write and implement lesson plans grounded in reading curriculum
- Regularly incorporate constructive feedback into instructional practices and lesson delivery
- Use data to monitor student progress and drive instructional choices
- Work in teams to plan, problem solve, and support fellow instructional staff
- Keep a consistent pulse on intervention data, putting together reports and recommending and implementing course adjustments as needed
- Use data to monitor student progress and drive instructional choices
- Solicit and utilize constructive feedback received from administrators and instructional coaches
- Develop family-school relationships that foster the academic and social development of the child
- Encourage parents/guardians to participate in the daily life of the school and reach out to families in their homes through training, parent nights, conferences, and telephone contact and through technology
- Establish connections and relationships among their students and the larger community that support the academic and social development of the child and contribute to achievement of overall school goals
- Other ancillary duties as needed or assigned

### **Assistant Teacher**

- Assist classroom teacher(s) in performing specific duties as assigned or undertaking specialized tasks to achieve and enhance instructional and behavioral objectives.
- Work with individuals, small groups, or large groups of students, providing instructional support, the reinforcement of lesson objectives, etc., as assigned by teacher and/or building principal
- Assist with classroom management and behavior support, i.e. monitoring the class while the teacher works with a small group of students, contacting parents, etc., as needed and assigned
- Report student concerns directly and expeditiously to the teacher and assist with solutions under the direction and guidance of the classroom teacher, building principal, etc.
- Assist with breakfast, lunch, snack, including clean-up
- Maintain various records and files
- Assist with daily classroom tasks, reviewing student work, and monitoring student progress, including grading papers, inputting grades and data, etc.
- Escort and assist students as assigned by teacher or administrator.
- Monitor students and deliver instruction during assigned periods or as needed, including stepping in to substitute teach when/if needed
- Perform other related work as needed or assigned.

### **Business Manager**

- **Accounting** - perform all financial transactions including AP, AR, general ledger, deposit entry, cash balances, preparing and analyzing financial statements, and liaison with independent auditors. Skills in reconciliation and budgeting are paramount. .
- **Business Coordination** - request and review bids, contracts, Statement of Work (SOW) or leases ensuring fiscal responsibility and compliance with Board Policy or Administrative Rules.
- **Budgeting** - prepare revenue and expenditure projections for the annual operating budget in collaboration with the Executive Director, Leadership team and the School Board. Responsible for oversight of process through committee reviews and through final Board approval. Oversee budget adherence and address any variances or significant changes.
- **Funding** - coordinate and collaborate with funding agencies regarding state funding and grant funds. Assure state funding calculation accuracy. Budget and track exhibit funding for year end reconciliation.
- Manage staff and vendor relationships
- Develop Request for Proposals and oversees the evaluation and selection process of vendors
- Develop and implement procurement procedures and policies to streamline NPFE processes
- Other ancillary duties as needed or assigned

### **Tech Support**

- Provide technical support to members of the school community, including using a ticketing system
- Administer the network infrastructure and software systems
  - Create and maintain email and conferencing system accounts
  - Perform maintenance functions on the local-area network including back-ups, user access and data security
  - Oversee and administer the student information systems
- Manage and evaluate the ongoing support programs
- Communicate clearly and effectively with teachers, students, families, and CMO leadership to ensure user satisfaction and timely resolution of technical issues.
- Work collaboratively with the members of the organization— Technology Director, Library Media Specialist, Media/Technology Coordinators Information Technology Specialist, System Administrators, Student Information Managers, School Leaders, Teachers, Registrars etc. to
  - Define mutual and district responsibilities
  - Work with teachers to integrate technology resources into lessons across the curriculum
  - Develop procedures and structures for technical support
  - Manage and evaluate the ongoing support programs
- Collaborate with the Technology Team for project management and system improvement
- Other duties as needed or assigned

### **Maintenance Team Member**

- Performing all activities that are custodial and deemed appropriate by Facility Manager
- Keeping buildings and grounds neat, clean and sanitary at all times
- Cleaning and maintaining all equipment
- Understanding and following safety procedures as provided by the district
- Assisting in maintaining seasonal grounds work (snow, lawn)
- Perform other duties as needed and assigned

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**

#### SCHEDULE 7-4

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

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

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

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

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

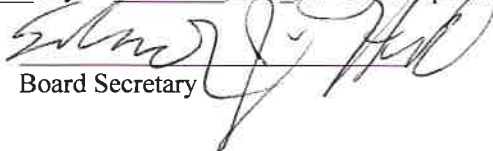
Date: 3/20/2025



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the New Paradigm Glazer-Loving Academy Board of Directors at a properly noticed open meeting held on the 20 day of March, 2025, at which a quorum was present.



Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**



# 1<sup>st</sup> through 8<sup>th</sup> Grade Application Process

2025-2026 Academic School Year

Deadline Friday, March 21, 2025

Please Read Through Carefully

## Application Deadline:

1. All applications for admission **must be postmarked or delivered by Friday, March 21, 2025**. Mailed applications can be mailed to the attention of: **The Registrar at New Paradigm Glazer Academy, 2001 LaBelle, Detroit, Michigan 48238**.
2. Parents/Guardians of students interested in applying to DEPSA may obtain applications in the school's Main Office or on school's website at [www.glazer.npfechools.org](http://www.glazer.npfechools.org). Applying online is the best method.
3. **A separate application MUST be submitted for each child who is applying for admission**. Glazer Academy cannot consider a sibling preference unless each application clearly states the name(s) of sibling(s) either currently enrolled or also applying for admission. GLAZER ACADEMY defines siblings as a brother or sister living within the same household.

## Enrollment Procedures for New Students:

1. All complete applications that New Paradigm Glazer Academy receives by 3:30 p.m. on **Friday, March 21, 2025** will be eligible for lottery selection.
2. All applications **must** include a copy of the requested supporting documents (copy of parent's license, Michigan identification card, parent id, or passport, birth certificate—original may be requested, report card, MSTEP or any out of state test scores, immunization record and health appraisal). **If for any reason, upon receipt, all information is not complete on the application and/or requested documentation is missing, the application will not be considered for acceptance or waiting list status.**
3. Applicants for grades that are not oversubscribed will be enrolled next, and their siblings will also be given preference. However, preference does not mean your child is guaranteed a slot.
4. **In the event of oversubscribed grades, a random selection lottery will be used to select students. All applicants for grades that are not oversubscribed as of Friday, March 21, 2025 will be automatically enrolled of application is complete.**
5. Once all slots are filled for any given grade, the remainder of the applicants will be placed on an official Waiting List for that grade in the order in which the name is drawn in the lottery. **If GLAZER ACADEMY receives an application after the deadline, the applicant's name will be added to the end of the Waiting List in the order in which the application is received.**
6. Applicants will receive a **Confirmation Letter by mail or email of acceptance/waiting list status.**



7. If applicants are still on a Waiting List as of **February 4, 2026** of the school year in which they have applied, they must resubmit an application for the following year no later than the deadline. While GLAZER ACADEMY would like to give priority to those applicants who have had their names on the Waiting List for the previous year, the laws governing public school academies prohibit GLAZER ACADEMY from doing so.
8. It is the parent's responsibility to inform the school's Registrar on any changes to their child's application.
9. **For a student's name to be changed from what appears on their birth certificate, proper documentation from the court must be submitted.**
10. Any Parent or Guardian who wishes to contest or appeal any aspect of the lottery selection process, may do so in writing to the Board of Directors, New Paradigm Glazer Academy, 2001 LaBelle, Detroit, Michigan 48238.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**



# New Paradigm Glazer-Loving Academy

2025-2026 Calendar

## New Paradigm Glazer-Loving Academy

August 4	New Staff start date
August 11	Staff Returns
August 25	First Full Day for Students 1 <sup>st</sup> – 10 <sup>th</sup> Grade
August 26	Kindergarten students begin
August 29-Sept 1	No School Labor Day Weekend
September 20	Ice Cream Social
September 22	Preschool First Full Day of School
October 15	Parent -Teacher Conferences 8:00-5:00
November 7	End of Quarter I
November 14	Report Cards
November 24	No School Students / Data Day
November 25-28	Thanksgiving Break – School Closed
December 17	Parent/Teacher Conferences 4:30 – 7:00
December 19	½ Day School / Staff PD
December 22	Winter Break
January 5, 2026	<i>Return to school</i>
January 19	School Closed – Dr. M.L. King Observances
January 30	End of Quarter II
February 5	Report Cards
February 12	No School For Students -PD – Data Review
February 13-16	Mid Winter Break
February 17	<i>Return to school</i>
March 4	Parent/Teacher Conferences 4:30 – 6:30
March 27	3 <sup>rd</sup> Quarter Ends
March 30-April 6	No school Spring Break
April 7	<i>Return to school</i>
May 25	No School Memorial Day
May 27	<i>Return to school</i>
June 12	Last Day of School for students
June 16	Last Day of School for staff

**Calendar is subject to additional date changes**  
**DRAFT – 4th revision 3.14.25**

August--4  
 September--21  
 October--22  
 November--15  
 December--15  
 January--19  
 February--17  
 March--20  
 April--18  
 May--19  
 June--10

Total Days: 180  
 Total Hours: 1281.25 (K5) and 1284.5 (6-8)

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

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

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

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

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

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

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

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

January						
Su	M	Tu	W	Th	F	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March						
Su	M	Tu	W	Th	F	Sa
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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

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




PERIOD		5th
8:00-8:45	1	Reading
8:45-9:30	2	Writing
9:30-10:15	3	Math
10:15-11:00		
11:00-11:45	4	FA
11:45-12:30		LUNCH
12:30-1:15	5	SCIENCE
1:15-2:00		
2:00-2:45	6	SOCIAL STUD
2:45-3:30		

8:00-8:45
8:45-9:30
9:30-10:15
10:15-11:00
11:00-11:45
11:45-12:30
12:30-1:15
1:15-2:00
2:00-2:45
2:45-3:30

PERIOD		7th
8:00-8:45	1	MATH
8:45-9:30		
9:30-10:15	2	READING
10:15-11:00	3	WRITING
11:00-11:45	4	FA.
11:45-12:30		LUNCH
12:30-1:15	5	SOCIAL STUD
1:15-2:00		
2:00-2:45	6	SCIENCE
2:45-3:30		

8:00-8:45
8:45-9:30
9:30-10:15
10:15-11:00
11:00-11:45
11:45-12:30
12:30-1:15
1:15-2:00
2:00-2:45
2:45-3:30

PERIOD	6th
1	SOCIAL STUDIES
2	FA.
3	SCIENCE
	LUNCH
4	MATH
5	READING
6	WRITING

PERIOD	8th
1	SCIENCE
2	FA.
3	SOCIAL STUDIES
	LUNCH
4	READING
5	WRITING
6	MATH

Period Powerschool	Time	Kindergarten-Cortez
AM Attendance	7:50-8:00	AM
P1/P2	8:00-9:00	SFA
P3	9:00-9:45	B - PE Williams.
P4	10:30 - 11:15	Writing
LI Do not put on bell	11:15-11:45	Lunch
P5	12:00-1:30	Math
P6	1:30-2:45	Science
P7	2:45-3:30	SS
		Dismissal

[Empty box]

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Period Powerschool	1ST	1st-Reambonanza
AM Attendance	7:50-8:00	AM
P1/P2	8:00-9:45	SFA
P3	9:45 - 10:30	Writing
P4	10:30 - 11:15	WilliamsA - Music Mahone
LI Do not put on bell	11:15-11:45	Lunch
P5	11:30-1:30	Math
P6	1:30-2:45	Science
P7	2:45-3:30	SS
		Dismissal



Period Powerschool	Time	3rd Hand
AM	7:50-8:00	AM
P1/P2	8:00-9:45	SFA
P3	9:45 - 11:15	Math
L1	11:15 - 11:45	LUNCH
P4	11:45 -	WilliamsB - Music- Mahone
P5	1:15-2:00	Writing
P6	2:00 - 2:45	Science
P7	2:45 - 3:30	SS
		Dismissal

Period Powerschool	Time	4th M Antonio
AM	7:50-8:00	AM
P1/P2	8:00-9:45	SFA
P3	9:45 - 10:30	Writing
P4	10:30 - 11:15	WilliamsA - Music Mahone
LI Do not put on bell	11:15-11:45	Lunch
P5	11:30-1:30	Math
P6	1:30-2:15	Science
P7	2:15-3:30	SS
		Dismissal

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**

**AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED**

The Academy will enroll students in kindergarten through eighth grade that are age appropriate.

**SCHEDULE 7-8**

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



**New Paradigm Glazer-Loving Academy** - *A New Paradigm for Education School*  
2001 LaBelle Street - Detroit, Michigan 48238 • Phone: 313-852-1500

### *New Paradigm Glazer-Loving Academy's Building Description*

New Paradigm Glazer-Loving Academy is located in a single-family residential zone at 2001 La Belle Street, 48238 between 12<sup>th</sup> Street and 14<sup>th</sup> Street in Detroit. The building is approximately 30,992 SF on 4.65 acres of land. The multi-level building consists of a central two-level space flanked by two single level wings on the east and west of the building. Small courtyard spaces sit between the central space and the single-level wings. There is approximately 20,336 SF on the first floor and 10,656 SF on the second floor.

The central space houses classrooms on the upper level and a combination of classrooms and administrative spaces on the first floor. The east side of the building houses classrooms and program spaces. The west side primarily houses assembly spaces including the gymnasium, cafeteria, kitchen and utility spaces.





Exhibit A

Lot(s) 468 through 505, both inclusive, including the vacated alleys adjacent thereto, also Lots 970 through 974, both inclusive, of ROBERT OAKMAN'S TWELFTH ST. SUBDIVISION, according to the plat thereof recorded in Liber 34 of Plats, Page 90 of Wayne County Records.

Commonly known as 2001 LaBelle Street, Detroit

This is to certify that there are no delinquent property taxes owed to our office on this property for five years prior to the date of this instrument. No representation is made as to the status of any tax liens or bills owed to any other offices.  
No: 911 Eric R. Rubin Not Examined  
Date: 11-17 WAYNE COUNTY TREASURER Clerk MS

**Exhibit B**

Permitted Exceptions

Exceptions permitted on Schedule BII to commitment No. 28204 from Complete Title of Southeastern Michigan, LLC dated June 17, 2016

**INSPECTION REPORT**  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF FIRE SERVICES  
**FIRE MARSHAL DIVISION**

FACILITY NAME New Paradigm for Education-	INSPECTION DATE August 3, 2018	COUNTY Wayne	PROJECT 163748
ADDRESS 2001 LaBelle Street	FACILITY TYPE School-Charter	RULES/CODES School/College	JOB/LIC/FAC. NO. N/A
CITY, STATE ZIP CODE Detroit, MI 48238	FACILITY REPRESENTATIVE Marc Johnson		INSPECTION TYPE Follow-up
FACILITY PHONE 313-330-2333	FACILITY FAX N/A	FACILITY E-MAIL <a href="mailto:mjohnson@jrgrealestate.com">mjohnson@jrgrealestate.com</a>	

**Re: School Safety Inspection**

A final fire safety inspection was completed this date. Deficiencies noted in our prior inspection reports have been satisfactorily corrected. This report may be considered as final approval of this project.

CC:  
Marc Johnson  
[mjohnson@jrgrealestate.com](mailto:mjohnson@jrgrealestate.com)

New Paradigm for Education  
[machion@NPFEnow.org](mailto:machion@NPFEnow.org)

FIRE SAFETY CERTIFICATION PROJECT STATUS      REVIEWED BY  
Approved  
Closed  
INSPECTING OFFICIAL      ADDRESS      3101 Technology Blvd., Suite H  
Larry DeWachter, State Fire Marshal Inspector      Lansing, MI 48910  
SIGNATURE OF OFFICIAL      TELEPHONE      (248) 888-8761  
L. DeWachter  
FAX (517) 332-1427

E-MAIL      [dewachterL@michigan.gov](mailto:dewachterL@michigan.gov)

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Completion: Required  
Penalty: Misdemeanor

BFS-40 (Rev. 1/07)

**Distribution:** Architect, BFS Central/Field Office, BHS/DHS/DOC/DOE, Facility, Local Fire Department