

# *BAY MILLS COMMUNITY COLLEGE*

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

ISSUED BY

**BAY MILLS COMMUNITY COLLEGE  
BOARD OF REGENTS**  
(AUTHORIZING BODY)

TO

**UNIVERSITY YES ACADEMY**  
(A PUBLIC SCHOOL ACADEMY)

July 1, 2022

## **TABLE OF CONTENTS**

### **Contract Documents**

### **Tab**

Resolution Authorizing the Academy and Establishing the Method of Selection, Length of Term, and Number of Members of Board of Directors.....	A
Terms and Conditions of Contract.....	B
Contract Schedules.....	C
Schedule 1: Articles of Incorporation .....	1
Schedule 2: Bylaws.....	2
Schedule 3: Fiscal Agent Agreement.....	3
Schedule 4: Oversight Agreement .....	4
Schedule 5: Description of Staff Responsibilities .....	5
Schedule 6: Physical Plant Description .....	6
Schedule 7: Required Information for Public School Academy.....	7
• Section a: Governance Structure.....	a
• Section b: Educational Goals .....	b
• Section c: Educational Programs .....	c
• Section d: Curriculum .....	d
• Section e: Methods of Pupil Assessment.....	e
• Section f: Application and Enrollment of Students.....	f
• Section g: School Calendar and Schedule.....	g
• Section h: Age or Grade Range for Pupils.....	h

**AUTHORIZING RESOLUTION  
AND  
RESOLUTION**

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS  
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY**

**RESOLUTION NO. 21-87**

**Contract Reauthorization**

**WHEREAS**, the Bay Mills Community College Board of Regents (the “College Board”), as the governing body of a federal tribally-controlled community college, is an authorizing body empowered to authorize and issue contracts to operate public school academies, and to establish the method of selection, length of term, and number of members of a public school academy’s Board of Directors; and

**WHEREAS**, on July 1, 2018, the College Board issued to **University Yes Academy** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

**WHEREAS**, the Charter Contract will expire on June 30, 2022 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

**WHEREAS**, the College Charter Schools Office has completed its evaluation and assessment of the Academy’s operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed four (4) years, beginning July 1, 2022;

**WHEREAS**, in addition to other Revised School Code requirements, the College Board’s reauthorization process included consideration of increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria, as the most important factor in the decision of whether or not to issue a new contract to charter a public school academy to the Academy;

**NOW, THEREFORE, BE IT RESOLVED:**

3. The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
  - d. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
  - e. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Mariah Wanic, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

- (3) 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
  - (4) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- f. The College Board Designee may agree to a term of Contract not to exceed four (4) academic years and not to extend beyond June 30, 2026.
4. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 17<sup>th</sup> day of September, 2021, with a vote of 4 for, 0 opposed, 1 abstaining, and 4 absent.

By: Beverly Carrick  
Beverly Carrick, Secretary

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**  
**PUBLIC SCHOOL ACADEMY AUTHORIZING BODY**

**RESOLUTION NO. 12-01**

**Public School Academy, School of Excellence and Strict Discipline  
Academy Board of Director Method of Selection Resolution**

**WHEREAS**, MCL 380.503 of the Revised School Code ("Code"), MCL 380.553, and MCL 380.1311e provide that an authorizing body "shall adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors" of each public school academy, school of excellence, and strict discipline academy, respectively, subject to the authorizing body's jurisdiction; and

**WHEREAS**, the Bay Mills Community College Board of Regents (the "College Board") desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline academies, and

**WHEREAS**, the College Board has determined that changes to the method of selection process are in the best interest of the College and that such changes be incorporated into all charter contracts issued by the College Board;

**NOW, THEREFORE, BE IT RESOLVED**, that the policy titled Public School Academy Board of Director Method of Selection dated January 20, 2012, is adopted; and

**BE IT FURTHER RESOLVED**, that these provisions shall be implemented with new charter contracts and shall be phased in for existing schools as new charter contracts are issued. As of this date, the College Board has not issued any charter contracts for schools of excellence and strict discipline academies, but the method of selection process established by this resolution shall apply to any future school that is authorized. The College's Director of Charter Schools is authorized to implement changes in the terms and conditions of charter contracts to fully execute these provisions.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 20th day of January, 2012, with a vote of 10 for, 0 opposed, and 1 abstaining.

By: 

John Paul Lukins, Secretary

**Dated: January 20, 2012**

### **Public School Academy Board of Director Method of Selection**

The Bay Mills Board of Regents ("College Board") declares that the method of selection, length of term, number of board members and other criteria shall be as follows:

#### **Method of Selection and Appointment**

The College Board shall prescribe the methods of appointment for members of the Academy Board. The College's Director of Charter Schools is authorized to develop and administer an Academy Board selection and appointment process that includes a *Public School Academy Board Member Appointment Questionnaire* and is in accord with these provisions:

1. Except as provided in paragraph 4 below, the College Board shall appoint the initial and subsequent Academy Board of Directors by formal resolution. The College's Director of Charter Schools shall recommend nominees to the College Board based upon a review of the nominees' *Public School Academy Board Member Appointment Questionnaire* and resume. Each nominee shall be available for interview by the College Board or its designee. The College Board may reject any and all Academy Board nominees proposed for appointment.
2. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. The Academy Board shall recommend to the Director of Charter Schools at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Member Appointment Questionnaire* for review by the College's Charter Schools Office. The Director of Charter Schools may or may not recommend appointment of a nominee submitted by the Academy Board. If the Director of Charter Schools does not recommend the appointment of a nominee submitted by the Academy Board, he/she may select and recommend another nominee or may request the Academy Board submit a new nominee for consideration.
3. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with the approval of the College Board's Chair, the College's Director of Charter Schools may appoint a qualified individual to serve as a member of the Academy Board. All appointments made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

**Dated: January 20, 2012**

### **Length of Term**

The director of an Academy Board shall serve at the pleasure of the College Board. Terms of the initial position of an Academy's Board of Directors shall be staggered in accordance with *The Academy Board of Director Table of Staggered Terms and Appointments* established and administered by the College's Charter Schools Office. Subsequent appointments shall be for a term of office not to exceed three (3) years, except as prescribed by *The Academy Board of Director Table of Staggered Terms and Appointments*.

### **Number of Directors**

The number of board member positions shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the College Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the College Board or the College's Director of Charter Schools may deem that failure an exigent condition.

A vacancy may be left on the initial Academy Board for a parent or guardian representative to allow sufficient time for the Academy Board to interview and identify potential nominees.

### **Qualifications of Members**

To be qualified to serve on an Academy's Board of Directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the College's Charter Schools Office including, but not limited to, the *Public School Academy Board Member Appointment Questionnaire* which must include authorization to process a criminal background check of the nominee; and (d) submit annually a conflicts of interest disclosure as prescribed by the College's Charter Schools Office.

The member of the Academy Board of Directors shall include (1) at least one parent or guardian of a child attending the school; and (2) one professional educator, preferably a person with school administrative experience. The Academy's Board of Directors shall include representation from the local community in which the Academy serves.

The members of the Academy's Board of Directors shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) Academy employees or independent contractors performing services for the Academy; (3) any current or former director, officer, or employee of a management company that contracts with the Academy; and (4) College officials or employees.

### **Oath of Public Office**

Before beginning their service, all members of the Academy's Board of Directors shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be

**Dated: January 20, 2012**

filed with the College's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

### **Removal and Suspension**

If at anytime the College Board determines that an Academy Board member's service is no longer necessary, then the College Board may remove an Academy Board member with or without cause by notifying the affected Academy Board member. The notice shall specify the date when the Academy Board member's service ends. Any Academy Board member may also be removed by a two-thirds (2/3) vote of the Academy Board for cause.

With the approval of the College Board Chair, the College's Director of Charter Schools may suspend an Academy Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would seriously impair the operations of the Academy. Any suspension made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any suspension made under this provision.

### **Tenure**

Each Academy Board member shall hold office until the member's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

### **Resignation**

Any Academy Board member may resign at any time by providing written notice to the Academy or the College's Charter Schools Office. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board, the College Board, or the College's Director of Charter Schools, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method of selection adopted by the College Board.

### **Board Vacancies**

An Academy Board vacancy shall occur because of death, resignation, replacement, removal, failure to maintain United States citizenship or residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as specified in the Code.

### **Compensation**

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board

**Dated: January 20, 2012**

members may be reimbursed for their reasonable expenses incidental to their duties as Academy Board members.

**Dated: January 20, 2012**

**CONTRACT TERMS  
AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2022**

**ISSUED BY**

**THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**

**TO**

**UNIVERSITY YES ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**UNIVERSITY YES ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

## **TABLE OF CONTENTS**

### **Page**

#### **ARTICLE I**

##### **DEFINITIONS**

Section 1.1.	Certain Definitions.....	1
Section 1.2.	Captions .....	5
Section 1.3.	Gender and Number .....	5
Section 1.4.	Statutory Definitions .....	5
Section 1.5.	Schedules .....	5
Section 1.6.	Application.....	5
Section 1.7.	Conflicting Contract Provisions.....	5

#### **ARTICLE II**

##### **RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD**

Section 2.1.	Independent Status of Bay Mills Community College .....	5
Section 2.2.	Independent Status of the Academy .....	6
Section 2.3.	Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College.....	6
Section 2.4.	Academy Has No Power To Obligate or Bind State of Michigan, the College Board or the College.....	6

#### **ARTICLE III**

##### **ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY**

Section 3.1.	College Board Resolutions .....	6
Section 3.2.	College Board as Fiscal Agent for the Academy.....	6
Section 3.3.	Oversight Responsibilities of the College Board.....	7
Section 3.4.	Reimbursement of College Board Expenses.....	7
Section 3.5.	College Board Approval of Condemnation .....	7
Section 3.6.	Authorization of Employment .....	7
Section 3.7.	Code Requirements for College Board to Act as Authorizing Body.....	7
Section 3.8.	College Board Subject to Open Meetings Act.....	8
Section 3.9.	College Board Authorizing Body Activities Subject to Freedom of Information Act.....	8
Section 3.10.	College Board Review of Certain Financing Transactions.....	8
Section 3.11.	Authorizing Body Contract Authorization Process .....	8
Section 3.12.	College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence.....	9

## **ARTICLE IV**

### **REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

Section 4.1.	Limitation on Actions in Performance of Governmental Functions.....	9
Section 4.2.	Other Permitted Activities .....	9
Section 4.3.	Academy Board Members Serve In Their Individual Capacity.....	9
Section 4.4.	Incompatible Public Offices and Conflicts of Interest Statutes .....	9
Section 4.5.	Prohibition of Identified Family Relationships.....	10
Section 4.6.	Dual Employment Positions Prohibited.....	11
Section 4.7.	Oath of Public Office .....	11
Section 4.8.	Academy Counsel .....	11

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1.	Nonprofit Corporation .....	11
Section 5.2.	Articles of Incorporation.....	11
Section 5.3.	Bylaws.....	11
Section 5.4.	Quorum .....	11

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

Section 6.1.	Governance Structure.....	11
Section 6.2.	Educational Goals .....	12
Section 6.3.	Educational Programs .....	12
Section 6.4.	Curriculum .....	12
Section 6.5.	Method of Pupil Assessment .....	12
Section 6.6.	Application and Enrollment of Students.....	12
Section 6.7.	School Calendar and School Day Schedule.....	12
Section 6.8.	Age or Grade Range of Pupils .....	13
Section 6.9.	Collective Bargaining Agreements .....	13
Section 6.10.	Accounting Standards .....	13
Section 6.11.	Annual Financial Statement Audit.....	13
Section 6.12.	Address and Description of Physical Plant; Process for Expanding Academy's Site Operations.....	13
Section 6.13.	Contributions and Fund Raising .....	14
Section 6.14.	Disqualified Organizational or Contractual Affiliations.....	14
Section 6.15.	Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes.....	14
Section 6.16.	Matriculation Agreements .....	14
Section 6.17.	New Public School Academies Located Within The Boundaries of A Community District.....	14

## **ARTICLE VII**

### **TUITION PROHIBITED**

Section 7.1.	Tuition Prohibited; Fees and Expenses .....	15
--------------	---	----

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAWS**

Section 8.1.	Compliance with Applicable Law .....	15
--------------	--------------------------------------	----

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1.	Amendments .....	15
Section 9.2.	Process for Amendment Initiated by the Academy .....	15
Section 9.3.	Process for Amendment Initiated by the College Board .....	16
Section 9.4.	Final Approval of Amendments.....	16
Section 9.5.	Change in Existing Law .....	16
Section 9.6.	Emergency Action on Behalf of College Board .....	16

## **ARTICLE X**

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

Section 10.1.	Statutory Grounds for Revocation .....	16
Section 10.2.	Other Grounds for Revocation.....	17
Section 10.3.	Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.....	18
Section 10.4.	Grounds and Procedures for Academy Termination of Contract .....	19
Section 10.5.	Grounds and Procedures for College Termination of Contract .....	19
Section 10.6.	College Board Procedures for Revoking Contract.....	19
Section 10.7.	Contract Suspension.....	22
Section 10.8.	Venue; Jurisdiction .....	23
Section 10.9.	Appointment of Conservator/Trustee .....	23
Section 10.10.	Academy Dissolution Account .....	24

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1.	The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.....	24
Section 11.2.	Insurance .....	26

Section 11.3.	Legal Liabilities and Covenant Against Suit .....	31
Section 11.4.	Lease or Deed for Proposed Single Site .....	31
Section 11.5.	Occupancy and Safety Certificates .....	32
Section 11.6.	Criminal Background and History Checks; Disclosure of Unprofessional Conduct.....	32
Section 11.7.	Special Education.....	32
Section 11.8.	Deposit of Public Funds by the Academy.....	32
Section 11.9.	Nonessential Elective Courses.....	32
Section 11.10.	Required Provisions for ESP Agreements .....	32
Section 11.11.	Management Agreements .....	34
Section 11.12.	Administrator and Teacher Evaluation Systems.....	34
Section 11.13.	K to 3 Reading. ....	35

## ARTICLE XII

### GENERAL TERMS

Section 12.1.	Notices .....	35
Section 12.2.	Severability .....	35
Section 12.3.	Successors and Assigns.....	36
Section 12.4.	Entire Contract .....	36
Section 12.5.	Assignment .....	36
Section 12.6.	Non Waiver.....	36
Section 12.7.	Governing Law .....	36
Section 12.8.	Counterparts.....	36
Section 12.9.	Term of Contract.....	36
Section 12.10.	Indemnification .....	36
Section 12.11.	Construction.....	37
Section 12.12.	Force Majeure .....	37
Section 12.13.	No Third Party Rights.....	37
Section 12.14.	Non-agency .....	37
Section 12.15.	College Board or CSO General Policies on Public School Academies Shall Apply.....	37
Section 12.16.	Survival of Provisions.....	37
Section 12.17.	Information Available to the Public.....	38
Section 12.18.	Termination of Responsibilities.....	38
Section 12.19.	Disposition of Academy Assets Upon Termination or Revocation of Contract. ....	38
Section 12.20.	Student Privacy. ....	38
Section 12.21.	Disclosure of Information to Parents and Legal Guardians.....	39
Section 12.22.	List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian .....	40
Section 12.23.	Confidential Address Restrictions. ....	40
Section 12.24.	Partnership Agreement.....	41
Section 12.25.	Statewide Safety Information Policy. ....	41
Section 12.26.	Criminal Incident Reporting Obligation. ....	41

Section 12.27. Academy Emergency Operations Plan. ....	41
Section 12.28. School Safety Liaison .....	41
Section 12.29. New Building Construction or Renovations .....	42
Section 12.30. Annual Expulsion Report and Website Report on Criminal Incidents.....	42

## Exhibit A - Resolutions

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and

WHEREAS, all public schools are subject to the leadership and general supervision of the State Board of Education; and

WHEREAS, the Michigan Legislature has authorized an alternative form of public school designated a “public school academy” to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and

WHEREAS, the Michigan Legislature has delegated to the governing boards of state public universities, community college boards, including tribally controlled community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, the Bay Mills Community College Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the College Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, the parties agree that the granting 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 initially capitalized, shall have the meaning set forth in this section:

- (a) “Academy” means the Michigan nonprofit corporation named University Yes Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) “Application” means the public school academy application and supporting documentation submitted to the College Board for the

establishment of the Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.

- (e) "Authorizing Resolution" means Resolution No. 21-87 adopted by the College Board on September 17, 2021.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (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) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) "Conservator" means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.
- (o) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution

and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.

- (p) “Director” means a person who is a member of the Academy Board of Directors.
- (q) “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 CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (r) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office 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. The ESP Policies in effect as of this date are incorporated into and part of this Contract. 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.
- (s) “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 by the Academy or a 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.
- (t) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (u) “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 the operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.
- (v) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means Resolution No. 12-01 adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) “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.
- (aa) “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 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (bb) “Superintendent” means the Michigan Superintendent of Public Instruction.

- (cc) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2022, Issued by the Bay Mills Community College Board of Regents to University Yes Academy Confirming the Status of University Yes Academy as a Michigan Public School Academy.”

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. Statutory Definitions. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.

Section 1.5. Schedules. All Schedules to this Contract are incorporated into, and made part of, this Contract.

Section 1.6. Application. The Application submitted to the College Board for the establishment of the Academy is incorporated into, and made part of, this Contract. Portions of the Applicant’s Application have been incorporated into 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 language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the 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 Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the 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 Resolution, Authorizing Resolution and these Terms and Conditions.

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD**

Section 2.1. Independent Status of Bay Mills Community College. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board voluntarily exercises additional powers given to the College Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the College Board’s autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

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 College Board or the College. The relationship between the Academy and the College Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the College Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College. Any contract, agreement, note, 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 College Board, or the College. 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 College Board or the College shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, the College Board or the College. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, College Board or the College, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, College Board or the College 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.

### **ARTICLE III**

#### **ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY**

Section 3.1. College Board Resolutions. The College Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The College Board has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as Exhibit A. At any time and at its sole discretion, the College Board may amend the Resolution. Upon College Board approval, changes to the Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

Section 3.2. College Board as Fiscal Agent for the Academy. The College Board is the fiscal agent for the Academy. As fiscal agent, the College Board assumes no responsibility for the financial condition of the Academy. The College Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the College Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the College Board for the benefit of the Academy. The responsibilities of the

College Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

Section 3.3. Oversight Responsibilities of the College Board. The College Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the College Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of College Board Expenses. The Academy shall pay the College Board an administrative fee to reimburse the College Board for the expenses associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. College 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 College Board. The Academy shall submit a written request to the College Board describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization of Employment. The College Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider 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. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or educational service provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the College for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Code Requirements for College Board to Act as Authorizing Body. The College Board has complied with the requirements of Section 1475 of the Code, MCL 380.1475, and will continue to comply with the Code during the term of this Contract.

Section 3.8. College Board Subject to Open Meetings Act. As required by Section 1475 of the Code, MCL 380.1475, College Board meetings conducted for the purpose of carrying out or administering any authorizing body function shall be administered in accordance with the Open Meetings Act, MCL 15.261 et seq.

Section 3.9. College Board Authorizing Body Activities Subject to Freedom of Information Act. As required by Section 1475 of the Code, MCL 380.1475, all authorizing body functions performed by the College Board shall be subject to public disclosure in accordance with the Freedom of Information Act, MCL 15.231 et seq.

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, 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., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. 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 by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.11. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College 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 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by making a formal request to the College Board in writing at least two years prior to the end of the Contract term. The College Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the College Board. The standards for the 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 College Board as the most important factor of whether to issue or not issue a new contract. The College Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the

Contract. Consistent with the Code, the College 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 3.12. College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the College Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the College Board determines that the Academy meets the College Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the College 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 College Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

## **ARTICLE IV**

### **REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2. Other Permitted Activities. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the Academy's mission and status of operating a public school academy or that would not jeopardize the eligibility of the Academy for state school aid funds.

Section 4.3. 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 College Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. 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 prohibited conflicts of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to 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 a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

Section 4.5. Prohibition of Identified Family Relationships. 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 work at the Academy;
  - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
  - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a 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.

Section 4.6. 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 4.7. 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 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

## **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. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.3. Bylaws. The Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy. Any subsequent amendments to the Academy's Bylaws shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

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 member positions 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 Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

Section 6.2. Educational Goals. The Academy shall pursue the educational goals identified in Schedule 7b. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils.

Section 6.3. Educational Programs. The Academy shall deliver the educational programs identified in Schedule 7c.

Section 6.4. Curriculum. The Academy shall implement and follow the curriculum identified in Schedule 7d.

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the 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 Charter Schools Office;
- (b) an assessment of student performances at the end of each academic school year or at such other times as the College 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 Charter Schools Office; and
- (e) all tests required under Applicable Law.

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment policies identified in Schedule 7f. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the 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 at times in the evening and on weekends.

Section 6.7. School Calendar and School Day Schedule. The Academy shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7g.

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age and grade ranges as stated in Schedule 7h.

Section 6.9. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.10. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the Code, this Contract, the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain, and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if any. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the College 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 6 are under the direction and control of the Academy Board.

The College 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 CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the CSO Director shall review the contract amendment and make a recommendation to the College Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The College Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the College Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The College Board reserves the

right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. 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 College or the College Board.

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. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the College Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the College Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions. Postings of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

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 College Board, intending that the College 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 the site:

(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 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 or section of the Code.

## **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 Applicable Law.

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAWS**

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act (“FOIA”), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, 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. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Amendments. The College 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 College Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the College Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the College Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the College Board by the Academy.

Section 9.3. Process for Amendment Initiated by the College Board. The College Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the College Board upon a majority vote of the Academy Board.

Section 9.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the College Board or the CSO Director. If the proposed amendment conflicts with any of the College Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the College Board.

Section 9.5. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the College Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the College Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of College 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 College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College 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 College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

## **ARTICLE X**

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

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the College 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) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures 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 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the College 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 fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the College Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;

(g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or

(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the College Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.

Except as otherwise provided in this Section 10.3, if the College 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 either the State's Automatic Closure Notice is received without any further action of the College Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Office shall forward a copy of the notice to the Academy Board and may request a meeting with the 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 that 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 Closure 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 Charter Schools Office a proposed Contract amendment 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 Charter Schools Officer 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 Charter Schools Officer may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the College 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 College Board's revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Office Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Office Director shall present the Academy Board's request for termination to the College Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the College Board shall consider and vote on the proposed termination request. The College Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for College Termination of Contract. The College Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the College Board's action; or (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide notice of the termination to the Academy. If during the period between the College Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

Section 10.6. College Board Procedures for Revoking Contract. The College Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The Charter Schools Office Director, upon reasonable belief that 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 Charter Schools Office 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 Charter Schools Office 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, the Charter Schools Office Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office 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 closed if the Charter Schools Office 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.

(d) College Board's Contract Reconstitution Provision. The Charter Schools Office Director may reconstitute the Academy in an effort to improve student educational performance or 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; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (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 restrict 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 Charter Schools Office Director may initiate a revocation hearing before the College Charter Schools Hearing Panel if the Charter Schools Office Director determines that any of the following has occurred:

(i) the Academy Board has failed to 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 Charter Schools Office Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Office 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 Charter Schools Office 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 shall identify the reasons for revoking the Contract.

(f) Hearing before the College Charter Schools Hearing Panel. Within thirty (30) days of receipt 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 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 Charter Schools Office Director's request for Contract revocation, and to make a recommendation to the College Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Office Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the College and the Academy. The Charter Schools Office 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 Charter Schools Office Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the College Board concerning the revocation of the Contract. For good cause, 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 Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the College Board.

(g) College Board Decision. If the Hearing Panel's recommendation is submitted to the College Board at least fourteen (14) days before the College Board's next regular meeting, the College Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The College Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The College Board

shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The College 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 College Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.

(h) Effective Date of Revocation. If the College Board votes to revoke the Contract, the revocation shall be effective on the date of the College Board's act of revocation, or at a later date as determined by the College Board.

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of Treasury upon request. The College Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's dissolution account established under Section 10.10 of these Terms and Conditions.

Section 10.7. Contract Suspension. The College Board's process for suspending the Contract is as follows:

(a) The Charter Schools Office Director Action. If the Charter Schools Office Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:

- (i) has placed staff 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 Schedule 6, 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;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Office Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. 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 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 College Board after a decision by the Charter Schools Office Director to suspend the Contract, may be retained by the College Board

for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Office Director, 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 this Contract. 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 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 College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

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 Chippewa 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 11.3 of these Terms and Conditions.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, in the event that the College President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the College President, after consulting with the College 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 College President shall appoint the Conservator for a definite term which may be extended in writing at his or her discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this section must be presented to the College 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, Academy Board, employment and student records;
- (b) institute and defend 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, evaluate and discipline employees of the Academy;

(e) settle or compromise with any debtor or creditor of the Academy, including any governmental or 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 this Contract or Applicable Law.

Section 10.10. Academy Dissolution Account. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1. 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. 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.

- (b) 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.
- (c) 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 (c)(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.
- (d) 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 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages required by the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") for public school academies authorized by university board authorizing bodies:

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

### for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

**EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011**

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Must include Corporal Punishment coverage.
	\$1,000,000 per occurrence & \$2,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as an Additional Insured with Primary and Non-Contributory Coverage.
	NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability.

	Must include Corporal Punishment coverage.
	Must include Sexual Abuse & Molestation coverage.
	Must include Directors' & Officers' coverage.
	Must include School Leaders' E&O.
	Can be Claims Made or Occurrence form.
	If Claims Made, retroactive date must be the same or before date of original College -
	PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	\$1,000,000 per occurrence & \$3,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

### for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	<p>\$1,000,000 per accident.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as Additional Insured with Primary and Non-Contributory Coverage.</p>
See Umbrella section for higher limit	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
<b>Workers' Compensation</b>	<p>Must be Occurrence form.</p> <p>Statutory Limits with \$1,000,000 Employers Liability Limits.</p>
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability
COVERAGE	REQUIREMENTS
<b>Crime</b>	<p>Must include Employee Dishonesty coverage.</p> <p>Must include third party coverage.</p> <p>\$500,000 limit.</p>

COVERAGE	REQUIREMENTS
<b>Umbrella</b>	<p>Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000</p> <p>If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.</p> <p>If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&amp;O then they must be in addition to the required Umbrella limit.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as Additional Insured with Primary and Non-Contributory Coverage.</p> <p>All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&amp;O.</p>

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

### for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

#### ADDITIONAL RECOMMENDATIONS

COVERAGE	RECOMMENDATION
<b>Property</b>	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
<b>Cyber Risk Coverage</b>	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
<b>Automobile Physical Damage</b>	Coverage for damage to the owned or used vehicle.

#### **DISCLAIMER:**

*By requiring such minimum insurance, the College shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.*

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the College and the College Board on the

insurance policies as an additional insured on insurance coverages listed in (b), (c) and (e) above. The Academy shall have a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

All insurance certificates must accurately reflect the coverage provided under the Academy's policy. Certificate must expressly list or state the coverage for each item specified in the Contract. Policy and corresponding certificates, should reflect an annual expiration date of June 30th to correspond with the Contract, unless a different date provides an economic advantage to the Academy, so long as such date does not create a gap in coverage at any time during the term of the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the College Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office. In the event the Academy fails to purchase the insurance coverage required by this Section 11.2, the College Board may purchase on the Academy's behalf the insurance required under this Section 11.2 and subtract the total cost for placed insurance from the next state school aid payment received by the College Board for forwarding to the Academy.

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 minimums may be required depending upon academic offerings and program requirements.

If the Academy utilizes an Educational Service Provider, the following insurance requirements apply to the Educational Service Provider and such coverages must be secured prior to providing any services or personnel to the Academy:

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O

	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract</b>
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits
	<b>NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.</b>
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	<b>Can be Claims Made or Occurrence form</b>
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>College must be included as Additional Insured with Primary Coverage</b>
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

**Insurance carrier(s) must have an AM Best Rating of "A - VII" or better.**

The College's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College's insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the College Board, the College or any other authorizing body, or to enter into a contract that would bind the College Board or the College. The Academy is also limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the College Board, the College, or any of its Regents, officers, employees, agents or representatives for any matters that arise under this Contract. The College Board and the College do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the College Board or the College, or any of its Regents, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

Section 11.4. Lease or Deed for Proposed Single Site. Prior to entering into any lease agreement for real property, the Academy shall provide to the Charter Schools Office copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with the Lease Policies, which are incorporated into and be deemed part of this Contract. A copy of the final executed lease agreement shall be included in this Contract under Schedule 6. The Charter Schools Office may, from time to time during the term of this Contract, amend the Lease Policies and such amended Lease Policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed lease agreement submitted by the Academy if the lease agreement is contrary to this Contract, the Lease Policies, or Applicable Law. Any subsequent amendment to a lease agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new lease agreement.

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 College 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 College Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease

payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

A copy of the Academy's amended lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to any Academy lease agreement shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 11.5. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

Section 11.6. 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 11.6 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 11.7. 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 11.8. 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. Only Academy Board members or designated Academy employees may be a signatory on any Academy bank account.

Section 11.9. 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 166b 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 Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

Section 11.10. Required Provisions for ESP Agreements. Any Management Agreement with an ESP entered into by the Academy must contain the following provisions:

“Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as “Bay Mills Community College”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, [insert name of Educational Service Provider] hereby promises to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents’ approval of the Academy’s application, Bay Mills Community College Board of Regents’ consideration of or issuance of a Contract, [insert the name of Educational Service Provider] preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by [insert the name of Educational Service Provider], or which arise out of the failure of [insert the name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the Bay Mills Community College Board of Regents 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 terminated, as the case may be, on the same date as the Academy’s Contract is suspended, revoked, terminated or expires without further action of the parties.”

“Compliance with Academy’s Contract. The Educational Service Provider 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 the Bay Mills Community College Board of Regents. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“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 Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning 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 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 Educational Service Provider shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution."

"Compliance with Section 12.17 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 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 12.17(a) of the Contract Terms and Conditions."

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required by the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP Policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP Policies and the amended ESP Policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

Section 11.12. 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 11.13. K to 3 Reading. If the Academy offers kindergarten through third grade, the Academy Board 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. The Master Calendar shall be updated to include the requirements set forth in section 1280f, MCL 380.1280f.

## **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 is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the College Board:

President  
Bay Mills Community College  
12214 West Lakeshore Drive  
Brimley, Michigan 49715

If to the Tribal Office:

Tribal Attorney's Office  
Bay Mills Indian Community  
12140 West Lakeshore Drive  
Brimley, Michigan 49715

If to Outside Counsel:

Courtney F. Kissel  
Dykema Gossett PLLC  
201 Townsend Street, Suite 900  
Lansing, Michigan 48933

If to Academy:

Academy Board President  
University Yes Academy  
14669 Curtis St.  
Detroit, MI 48235

If to Academy Counsel:

Joseph S. Kopietz  
Clark Hill  
500 Woodward Ave., Suite 3500  
Detroit, MI 48226

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. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the College Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either the Academy or the College Board.

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. 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 12.8. 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 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 4 years until June 30, 2026, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the College Board, the College and its Board of Regents 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 College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the College Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the College Board as an authorizing body

under Part 6A of the Code, the College 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 College Board, the College and its Board of Regents 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 governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

Section 12.11. 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 12.12. 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 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the College Board and no other person or entity, including without limitation, the Educational Service Provider. 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 12.14. Non-agency. It is understood that the Academy is not the agent of the College.

Section 12.15. College 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 College Board or CSO policies regarding public school academies which shall apply immediately, College 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 College 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.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Information Available to the Public.

- (a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.
- (b) Information to be provided by Educational Service Providers. If the Academy enters into an agreement with an Educational Service Provider for operation or management of the Academy, the Management Agreement shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, 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 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the College Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.19. 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 12.20. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.23, 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 subsection does not apply to any of the following situations:
  - (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 College;

(ii) providing the information 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 or 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 College.

(b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

Section 12.21. Disclosure of Information to Parents and Legal Guardians. Subject to Section 12.23:

(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 College Board, College, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the College;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the College Board, College, Charter Schools Office;
- (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 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) to a person, agency, or organization 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.

Section 12.22. List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian.

(a) Subject to Section 12.23, 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 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 MCL 380.1136.

Section 12.23. 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 meaning as defined in MCL 380.1136.

Section 12.24 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 12.25. 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 12.26. 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, 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 12.27. 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 operations plan or the completion of an emergency operations plan review, as applicable.

Section 12.28. 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 12.29. 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 12.30. 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.

PART 6A TERMS AND CONDITIONS

As the designated representative of the Bay Mills Community College Board of Regents, I hereby issue this Contract to the Academy on the date set forth above.

BAY MILLS COMMUNITY COLLEGE  
BOARD OF REGENTS

By: Mariah Wanic  
Mariah Wanic, Director of Charter Schools

Date: July 1, 2022

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 of the terms and conditions of this Contract.

**UNIVERSITY YES ACADEMY**

By: William P. Shultz

Its: Board President

Date: July 1, 2022

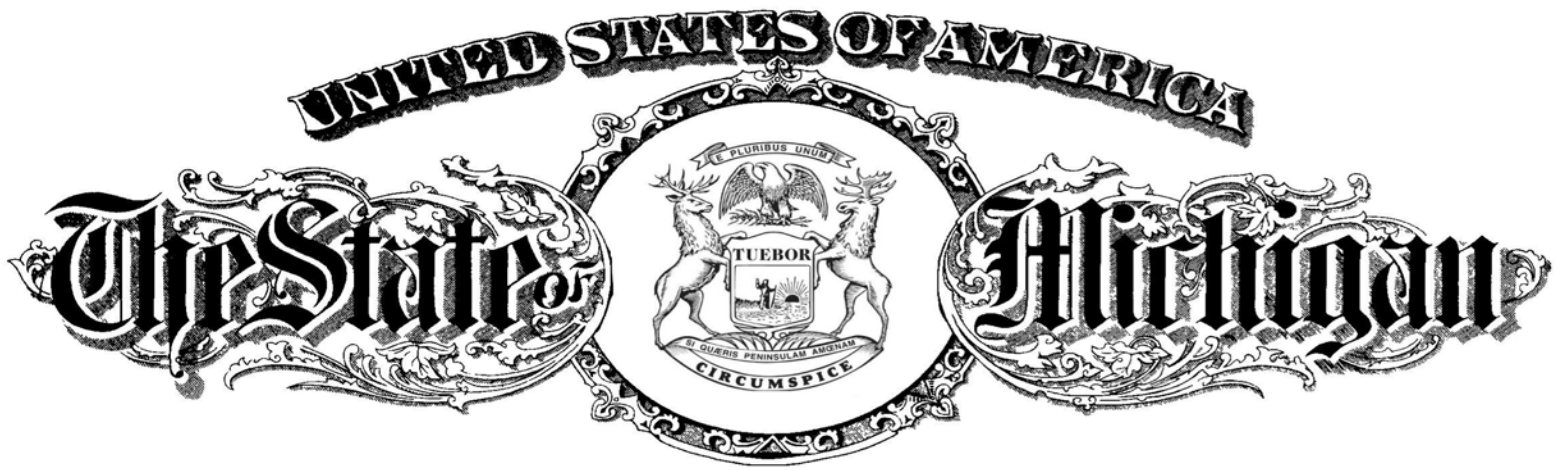
## **CONTRACT SCHEDULES**

### Schedules

Articles of Incorporation .....	1
Bylaws .....	2
Fiscal Agent Agreement .....	3
Oversight Agreement .....	4
Description of Staff Responsibilities .....	5
Physical Plant Description .....	6
Required Information for Public School Academy .....	7

**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**



Department of Licensing and Regulatory Affairs

Lansing, Michigan

*This is to Certify That*

**UNIVERSITY YES ACADEMY**

*was validly Incorporated on October 2 , 2009 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 22050666007

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 24th day of May , 2022.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

# ***Michigan Department of Energy, Labor & Economic Growth***

## ***Filing Endorsement***

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

***for***

***UNIVERSITY YES ACADEMY***

***ID NUMBER: 70569D***

***received by facsimile transmission on January 27, 2010 is hereby endorsed***

***Filed on January 27, 2010 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 27TH day of January, 2010.***

***Director***

***Bureau of Commercial Services***

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)
<div style="border: 2px solid black; padding: 5px;">           Joseph b. Urban            Birmingham, MI 48009            151 S. Old Woodward Avenue            Suite 200            Birmingham      MI      48009         </div>		
		EFFECTIVE DATE:
Document will be returned to the name and address you enter above		<div style="border: 1px solid black; display: inline-block; padding: 2px;">             7   0   5   -   6   9   D           </div>

**AMENDED AND RESTATED ARTICLES OF INCORPORATION**  
**For Use by Domestic Nonprofit Corporations**

**OF**

**UNIVERSITY YES ACADEMY**

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

1. The present name of the corporation is "YES Prep Detroit".
2. The identification number issued by the Bureau is: 705-69D.
3. The Corporation has had no former names.
4. The date of filing the original Articles of Incorporation was October 2, 2009.

The following Amended and Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation of the Corporation:

**ARTICLE I**

The name of the corporation is: **University Yes Academy.**

The authorizing body for the corporation is: The Bay Mills Community College Board of Regents.

## ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

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

## ARTICLE III

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

The value of assets, as of September 18, 2009, which the corporation possesses is:

Real Property: \$0.

Personal Property: \$0.

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

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

## ARTICLE IV

The address of the registered office is **151 S. Old Woodward Avenue, Suite 200, Birmingham, MI 48009.**

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is **Joseph B. Urban.**

## ARTICLE V

The corporation is a governmental entity.

## **ARTICLE VI**

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 section 691.1407 of the Michigan Compiled Laws.

## **ARTICLE VII**

Before execution of a contract to charter a public school academy between the corporation and the Bay Mills Community College Board of Regents (the "College Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the College Board as required by the Code.

## **ARTICLE VIII**

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

## **ARTICLE IX**

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

## **ARTICLE X**

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the College Board for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

## ARTICLE XI

These Articles of Incorporation shall not be amended except by the process provided in Article IX of the Contract executed by the corporation and the College Board. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes 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 College Board through its designee. The College Board delegates to its President the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the College President, the College Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the College Board by the corporation.

At any time and for any reason, the College Board or an authorized designee may propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors 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 College Board upon a majority vote of the corporation's Board of Directors.

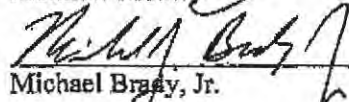
Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the College Board or its designee and filed with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the College Board's or its designee's approval of the amendment.

### ADOPTION OF ARTICLES

The undersigned, being all the incorporators of the Corporation, hereby certify that these Amended and Restated Articles of Incorporation were duly adopted by unanimous consent of the incorporators on this 21st day of January, 2010, before the first meeting of the corporation's Board of Directors. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the College Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the College Board.

  
Doug Ross

  
Matthew Medley

  
Michael Bray, Jr.

**CONTRACT SCHEDULE 2**

**BYLAWS**

**BYLAWS  
OF  
UNIVERSITY YES ACADEMY**

## TABLE OF CONTENTS

### BYLAWS

	<u>Page</u>
Article I. Name of Academy .....	1
Article II. Form of Academy .....	1
Article III. Offices .....	1
1. Principal Office .....	1
2. Registered Office .....	1
Article IV. Board of Directors .....	1
1. General Powers .....	1
2. Method of Selection and Appointment .....	2
3. Compensation .....	4
Article V. Meetings .....	4
1. Regular Meetings .....	4
2. Special Meetings .....	5
3. Notice; Waiver .....	5
4. Open Meetings Act .....	5
5. Presumption of Assent .....	5
Article VI. Committees .....	5
1. Committees .....	5
Article VII. Officers of the Board .....	6
1. Number .....	6
2. Election and Term of Office .....	6
3. Removal .....	6
4. Vacancies .....	6
5. President .....	6
6. Vice-President .....	6
7. Secretary .....	7
8. Treasurer .....	7
9. Assistants and Acting Officers .....	7
10. Salaries .....	7
11. Filling More Than One Office .....	7

	<u>Page</u>
Article VIII. Contracts, Loans, Checks and Deposits; Special Corporate Acts.....	7
1. Contracts .....	7
2. Loans.....	8
3. Checks, Drafts, etc. ....	8
4. Deposits.....	8
5. Voting of Securities Owned by this Corporation.....	8
6. Contracts Between Corporation and Related Persons .....	8
Article IX. Indemnification .....	9
Article X. Fiscal Year, Budget and Uniform Budgeting and Accounting.....	9
Article XI. Seal.....	9
Article XII. Amendments .....	10
Certification .....	10

**BYLAWS**  
**OF**  
**UNIVERSITY YES ACADEMY**

**ARTICLE I**

**NAME OF ACADEMY**

This organization shall be called University Yes 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 151 S. Old Woodward Ave., Suite 200, Birmingham, MI 48009. It must be located in the State of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

**ARTICLE IV**

**BOARD OF DIRECTORS**

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

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

Provisionally, the Academy Board shall appoint members to serve until such time as the Authorizer selects and appoints same pursuant to the method below.

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

- a. Initial Academy Board Member Nominations and Appointments: As part of the Academy's application, the Academy shall propose to the Director of the Charter Schools Office ("Director") of Bay Mills Community College ("BMCC"), the names of proposed individuals to serve on the initial Academy Board. When the Director recommends an initial contract for approval to the Bay Mills Community College Board of Regents ("Board of Regents"), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the Academy. 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 BMCC Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the BMCC 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 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 Regents for appointment. The Board of Regents 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 the Academy Board, the Director, with BMCC President approval, may immediately appoint a person to serve as an Academy Board member for the time specified, but not longer than the next meeting held by the Board of Regents when a regular appointment may be made by the Board of Regents. The Director shall make the appointment in writing and notify the Academy Board of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Regents determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the BMCC Charter Schools Office including, but not limited to, a BMCC 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 BMCC or be a member of the Board of Regents.
3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Regents, 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 Regents 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 these Bylaws. 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 Regents determines that an Academy Board member's service in office is no longer required, then the Board of Regents 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 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 Academy Board Member Nominations and Appointments" and "Exigent Appointments" procedures in this Article.
8. Number of Academy Board Member Positions: The number of member positions of the Academy Board 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)

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. 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, Act 317, Public Acts of Michigan, 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, the Standards of Conduct for Public Officers and Employees Act, Act 196, Public Acts of Michigan, 1973, being sections 15.341 to 15.348 of the Michigan Compiled Laws, and the Incompatible Public Offices Act, Act 566, Public Acts of Michigan, 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws.

## ARTICLE V

### MEETINGS

- Section 1. Regular Meetings. The Academy Board shall hold a regular meeting

during the month of June each year. The meeting shall be held at such time and place as the Academy Board 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, Act 267, Public Acts of Michigan, 1976, being section 15.261 of the Michigan Compiled Laws.

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 member. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the 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 Academy Board member stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Academy Board member at the Academy Board member's business address. Any Academy Board member may waive notice of any meeting by written statement, or telecopy sent by the Academy Board member, signed before or after the holding of the meeting. The attendance of an Academy Board member at a meeting constitutes a waiver of notice of such meeting, except where an Academy Board member 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. An Academy Board member of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Academy Board member's dissent shall be entered in the minutes of the meeting or unless that Academy Board member 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 Academy Board member 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 Academy Board members selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as

delegated by the Academy Board, except (i) filling of vacancies 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. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

## ARTICLE VII

### OFFICERS OF THE BOARD

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

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

Section 3. Removal. If the Board of Regents determines that an Academy Board member's service in office is no longer required, then the Board of Regents 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 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 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: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and if applicable, 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 Academy Board member; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Academy 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 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 the Academy Board. The Academy Board members shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board. Officers of the corporation who are Academy Board members may not be compensated for their services. They may, however, receive traveling and other expenses as provided in these Bylaws.

Section 11. Filling More Than One Office. Subject to the Incompatible Public Offices Act, 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, if any, thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind BMCC or impose any liability on BMCC, 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 BMCC or impose any liability on BMCC, 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 the Academy. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by the Academy may be voted at any meeting of security holders of such other corporation by the President of the Academy or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of the Academy or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by the Academy shall be executed in the name of the Academy by the President, the Secretary or the Treasurer of the Academy without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or

persons designated in the manner above stated as the proxy or proxies of the Academy shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by the Academy the same as such shares or other securities might be voted by the Academy.

Section 6. Contracts Between Corporation and Related Persons. As required by applicable law, any Academy Board member, 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, Act 317, Public Acts of Michigan, 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 such Act.

## ARTICLE IX

### INDEMNIFICATION

To the extent permitted by law, 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 applicable 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 Academy Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under applicable 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 Academy Board, subject to the oversight responsibilities of the Board of Regents, shall have exclusive control of the budget. The Academy Board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2, Public Acts of Michigan, 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 have been given in accordance with the notice requirements for special meetings. Upon approval, the Academy Board shall forward the amendment to the BMCC Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the BMCC Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the BMCC Charter Schools Office, for review and comment, prior to adoption. If at any time BMCC identifies a provision in the Academy'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.

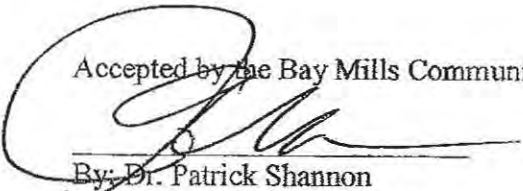
### CERTIFICATION

The Academy 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 14 day of May, 2010.

Damali Salu

Secretary, Board of Directors

Accepted by the Bay Mills Community College Board of Regents

  
By: Dr. Patrick Shannon

Its: Designated Representative

Date: 6/2/10

**CONTRACT SCHEDULE 3**  
**FISCAL AGENT AGREEMENT**

### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to University Yes Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

WHEREAS, the College 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 College Board or an officer or employee of Bay Mills Community College as designated by the College Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the College 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 public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College 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 3.03.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) 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 Academy Board and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the 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 School Aid 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 the Academy's 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 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. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## 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. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. 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 Board to be 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 and Penalties. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty 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 accounts 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, 2022, and annually thereafter, a written report dated as of August 31<sup>st</sup> 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 College 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 Applicable Law or 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. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

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 Bay Mills Community College Board of Regents to University Yes Academy.

BY: David Boyne  
David Boyne, Director, State Finance Division,  
Bureau of State and Authority Finance Michigan  
Department of Treasury

Date: April 4, 2022

078905.000001 4894-4780-4682.1

**CONTRACT SCHEDULE 4**  
**OVERSIGHT AGREEMENT**

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to University Yes Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

WHEREAS, the College Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law,

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

"Agreement" means this Oversight Agreement.

"Compliance Certification Duties" means the Academy's duties set forth in Section 2.02 of this Agreement.

"Charter Schools Office" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is responsible for administering the Oversight Responsibilities with respect to the Contract.

"Oversight Responsibilities" means the College Board's oversight responsibilities set forth in Section 2.01 of this Agreement.

"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.

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Charter Schools Office, as it deems necessary to fulfill the College Board's Oversight Responsibilities, may undertake the following:

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the College Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the College Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, terminate, reconstitute or revoke the Contract.
- e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.
- f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the College Board or its designee.
- j. Evaluate whether the Academy appropriately administers all optional or statutorily mandated assessments pursuant to the Academy's student population, goals and programs.
- k. Take other actions, as authorizing body, as permitted or required by the Code.

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

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the College Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy shall make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the Charter Schools Office of any periodic financial status reports required of the Academy by the Department of Treasury.

q. Provide copies of notices, reports and plans, including deficit elimination or enhanced deficit elimination plans, to the Charter Schools Office under Section 1220 of the Code.

To the extent that any dates for the submission of materials by the Academy under Section 2.02 conflict with dates set forth in the Master Calendar, the dates in the Master Calendar shall control.

Section 2.03. Waiver and Delegation of Oversight Procedures. The College Board or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The College Board may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the College or other designee.

## ARTICLE III

### RECORDS AND REPORTS

Section 3.01. Records. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Charter Schools Office.

## ARTICLE IV

### MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the College Board by this Agreement.

Section 4.03. Audit and Evaluation. The Academy:

a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

b. shall upon request, provide the Charter Schools Office with copies or access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the Charter Schools Office is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the College is not interested in performing an administrative review or the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.04 shall prohibit the Academy from electing to enter into a contract for an administrative review with the College or an intermediate school district.

## ARTICLE V

### TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP.

A. Information to Be Made Publicly Available by the Academy. The following described categories of information are specifically included within those to be made available to the public and the Charter Schools Office by the Academy in accordance with Section 12.17(a) 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. Copies 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 Charter Schools Office
11. Copy of curriculum and other educational materials given to the 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 ESP Agreement(s)
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 names and addresses and 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 background 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
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.17(b) 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 Section 5.01(A) above.

**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

**SCHEDULE 5**  
**DESCRIPTION OF STAFF RESPONSIBILITIES**

Tutor.....	5-1
Administrative Assistant.....	5-3
Director of Achievement.....	5-5
Teacher – Elementary (Grades K-5).....	5-8
Environmental Specialist .....	5-10
Information Technology Specialist.....	5-12
Instructional Coach: K-8 Reading .....	5-15
Interventionist .....	5-17
Teacher – Middle School (Grades 6-8).....	5-19
Registrar .....	5-21
School Leader/School Principal.....	5-23
Social Worker .....	5-25
Special Education Teacher.....	5-27
Student Support Specialist .....	5-29
Management Agreement.....	5-31



## **TUTOR**

### ***Who We Are***

New Paradigm For Education (NPFE) is a non-profit Charter Management Organization (CMO) composed of educational practitioners, community advocates, and business leaders who have dedicated years of service to children. We specialize in maximizing student learning potential through proven education practices and managing all phases of school design, planning, and program implementation. NPFE is on a mission to ensure that all students in Detroit achieve at the highest levels, supporting educational transformation through increased student achievement, fiscal responsibility, and community support.

### ***What You'll Do***

NPFE seeks tutors to provide individualized intervention to small groups of students in a targeted effort to increase student achievement in reading and/or mathematics. Tutors will deliver reading and/or math instruction and implement our tutoring curriculum. The tutor must be able to lesson plan, manage a classroom, and deliver instruction. S/he must also be able to monitor data from assessments and create reports. Tutors will work under the supervision of a certified teacher.

### ***Job Requirements***

- Must possess a Bachelor's degree, preferably in education or a related field, but candidates with a Bachelor's degree in any field are welcome to apply
- Prior experience working with school age children required; classroom experience highly preferred

### ***Duties & Responsibilities***

- Write and implement lesson plans grounded in our 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
- 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

### ***The Individual***

While there is no single formula for a great tutor, our strongest educators do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing student needs and work demands, and hold strong written and verbal communication skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

If this sounds like you, apply TODAY to join the NPFE team!



## **ADMINISTRATIVE ASSISTANT**

### ***Who We Are***

New Paradigm For Education (NPFE) is a non-profit Charter Management Organization (CMO) composed of educational practitioners, community advocates, and business leaders who have dedicated years of service to children. We specialize in maximizing student learning potential through proven education practices and managing all phases of school design, planning, and program implementation. NPFE is on a mission to ensure that all students in Detroit achieve at the highest levels, supporting educational transformation through increased student achievement, fiscal responsibility, and community support.

### ***What You'll Do***

NPFE seeks administrative assistants to perform clerical and supportive duties under the direction of the school principal. The administrative assistant will compile and keep records, input data, put together reports and newsletters, support students, parents, and teachers, and manage the calendar of the principal, among other tasks. A strong sense of professionalism, stellar communication skills and flexibility are essential in this role as the administrative assistant is required to build relationships throughout the school and network, maintain a great deal of information, and adjust to the school's ever-changing needs.

### ***Job Requirements***

- Must possess a high school diploma or the equivalent; associates degree or higher preferred
- Prior experience working in an administrative support role required; experience with PowerSchool highly preferred
- To apply for this role you must be proficient in Microsoft Office, and pass a background check. Prior knowledge of PowerSchool is highly preferred.

### ***Duties & Responsibilities***

- Manage the school/academy office.
- Serve as the admissions officer in the school/academy, handling all student enrollment packets, files, correspondence, and reports as may be required by the local and state authorities as well as the authorizers, school boards.
- Oversee student admissions and reporting requirements.
- Input records into the appropriate computerized system and keep up-to-date all data and records.
- Record and keep student, student tardy and early dismissal, visitors' record, and generate reports as needed by the Principal to meet the requirements of authorizer, ISD and state authorities.
- Input school data and records into the SIS, MSDS, TSDL and other programs and generate statistical reports: enrollment, transportation, purchases (as needed), directories (students and parents, staff, and vendors), and attendance to meet authorizer, ISD, state, and federal requirements.

- Review, route and respond to incoming mail. Locate and attach appropriate file to correspondence to be answered by supervisor.
- Take no
- Handle phone calling of parents, suppliers, and requests for information. Check phone messages at least three times daily.
- Schedule appointments for the Principal.
- Report to the Principal all complaints related to maintenance, facility, supply needs, discipline and keep records of all these complaints and action.
- Order office and classroom supplies, follow up with purchase orders and packing slips, and receiving of purchases as needed.
- Complete inventory of office supplies and furniture.
- Handle copy machine maintenance and records.
- Keep supply rooms well organized.
- Prepare outgoing mail; process and distribute incoming mail.
- Track vendor time through use of a sign in/out system.

### **The Individual**

While there is no formula for an outstanding staff member we have found that individuals that arrive each day motivated to ensure that our network runs in a professional and organized manner have been the key to the sustainability of our network. They are flexible, goal driven, and strive to conceive better methods of clerical and administrative procedures.



## **DIRECTOR OF ACHIEVEMENT**

### ***Who We Are***

New Paradigm For Education (NPFE) is a non-profit Charter Management Organization (CMO) composed of educational practitioners, community advocates, and business leaders who have dedicated years of service to children. We specialize in maximizing student learning potential through proven education practices and managing all phases of school design, planning, and program implementation. NPFE is on a mission to ensure that all students in Detroit achieve at the highest levels, supporting educational transformation through increased student achievement, fiscal responsibility, and community support.

### ***What You'll Do***

NPFE seeks a Director of Achievement to work directly with the Chief Academic Officer, Executive Director(s), and Achievement Directors for other content areas to develop and implement both near-term and long-term plans for the academic department. This individual will coordinate, define, and communicate integrated plans network-wide, and will take ownership of academic growth and development in their content area of focus. Directors of Achievement are part of the network-level leadership team, and have close day-to-day interaction with school leaders, instructional coaches, teachers, and interventionists and report directly to the Executive Director. The ideal candidate has significant pedagogical and instructional skills, deep knowledge in their content area of focus, significant and impactful experience as a school leader, and possesses strategic thinking and strong execution skills to address a variety of education styles.

### ***Job Requirements***

- Minimum of 5 years of teaching experience
- Minimum of 3 years as a school principal
- Must have valid teacher certification
- Experience in school leadership and directing of school staff
- Superior organizational and project management skills
- Supervisory experience in an education department
- Ability to multitask in a fast paced environment
- An ongoing customer focus
- The highest level of integrity at all times

### ***Duties & Responsibilities***

**Provide leadership to ensure all network campuses achieve strong and ever-increasing student achievement outcomes, particularly in your content area(s) of focus:**

- Develop and implement educational activities, both strategic and operational, including metrics to track and evaluate progress;
- Ensure campus compliance with regulations and policies for the state Department of Education and accreditation, including coordinating the educational activities in the Institutional Effectiveness Plan;
- Research and identify trends and needs and establish program directions accordingly
- Modify and assess quality of program operations, specifically in their content area of focus. Modify existing program services or create new program offerings to maintain or enhance program standing and academic outcomes;
- Set and communicate program priorities and performance standards and assess operations using these criteria; and
- Monitor attrition analysis and assist with addressing issues relating to retention.

**Support all academies in the network in the areas of attendance, grades, matriculation and graduation, particularly in your content area(s) of focus:**

- Assist in the development and management of the educational budget;
- Facilitate creative changes in educational programming, processes, and procedures;
- Develop business plans and projections for assigned education projects and proposed projects;
- Assist the Executive Director(s) and CAO in leading campuses in program direction, development of goals, and objectives;
- Oversee and establish compliance with academic policies and procedures;
- Developing professional development for teachers and leaders across the network

**Guide and lead instruction of the core curriculum, with a specific focus on your content area(s) of focus:**

- Serve, in coordination with other members of the Leadership Team, as a problem solver in all matters affecting core instruction;
- Provide the instructional leadership necessary to develop proficiency in the teaching of and success in the implementation of core instruction;
- Stay up-to-date on the latest research and practices related to the core instruction;
- Organize, participate in and visit sites that have successfully implemented professional development sessions/programs at school sites - and share these learnings across the network;
- Provide leadership to school leaders, coaches, and teachers on the effective use of data to guide instruction;
- Assist in referring students who exhibit problems at the end of the quarterly assessment period for case discussion;
- Raise the level of instruction by designing and leading professional-development opportunities targeted to meet the specific needs of our students and teachers;

- Coordinate assessments by organizing, distributing, and explaining the assessment process to school leaders, coaches and teachers;
- Make recommendations to Executive Director(s) and Chief Academic Officer as it relates to curricular materials and resources;
- Conduct regular curricular pedagogy meetings with specific goals and full participation by all teachers;
- Analyze assessment data to identify students for delivery of supplemental services;
- Report assessment data to instructional staff and school community and explaining plans for student improvement;
- Serving on School Improvement Committees, supporting Saturday school or other supplemental educational opportunities as identified and needed; and
- Any other ancillary responsibilities as needed and assigned.

### ***The Individual***

While there is no single formula for a great Director of Achievement, our strongest team members do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing organizational needs and work demands, and hold strong written, verbal and bookkeeping skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

If this sounds like you, apply TODAY to join the NPFE team!



## **TEACHER - Elementary (Grades K-5)**

### ***Who We Are***

New Paradigm For Education (NPFE) is a non-profit Charter Management Organization (CMO) composed of educational practitioners, community advocates, and business leaders who have dedicated years of service to children. We specialize in maximizing student learning potential through proven education practices and managing all phases of school design, planning, and program implementation. NPFE is on a mission to ensure that all students in Detroit achieve at the highest levels, supporting educational transformation through increased student achievement, fiscal responsibility, and community support.

### ***What You'll Do***

NPFE seeks certified and highly qualified elementary classroom teachers who are able to develop and sustain academic focused instruction in the elementary grades. Guided by a rigorous and proven curriculum, the teacher will build strong and lasting relationships with students and families, identify and apply best practices in instruction and student achievement, and continuously implement feedback and seek growth.

### ***Job Requirements***

- Must possess a Bachelor's degree, preferably in elementary education
- Must have - or be on a path to - a valid Michigan Teaching Certificate
- Prior classroom experience is also highly preferred

### ***Duties & Responsibilities***

- Possess and implement knowledge of elementary 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 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

### ***The Individual***

While there is no single formula for a great teacher, our strongest educators do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing student needs and work demands, and hold strong written and verbal communication skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

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## **ENVIRONMENTAL SPECIALIST**

### ***Who We Are***

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### ***What You'll Do***

NPFE seeks Environmental Specialists to support the operations, safety and cleanliness of our facilities. Environmental Specialists are part of the school operations team and are responsible for the repair, routine maintenance, and cleanliness of all physical facilities within our network.

### ***Job Requirements***

- High School Diploma or general education degree (GED)
- One year of custodial experience; OR, any equivalent combination of experience and/or education from which comparable knowledge, skills, and abilities have been achieved.
- Knowledge of cleaning equipment, products, techniques and standards
- Skill in using cleaning products and equipment
- Skill in following verbal and written instructions

### ***Physical Demands***

While performing the duties of this job, the employee is regularly required to stand; walk; use hands and fingers to handle, or feel objects, tools, or controls; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to sit. The employee frequently must squat, stoop or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climbs on to ladders. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job.

The employee must frequently lift and/or move up to 50 pounds such as cleaning supplies, pails and unloading trucks. Occasionally the employee will lift and/or move up to 100 pounds such as salt and bulk furniture. The employee will sometimes push/pull items such as tables, bleachers, scrubbing machines. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

### ***Duties & Responsibilities***

The job duties of an Environmental Specialist include but are not limited to:

- 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

### ***The Individual***

While there is no single formula for a great staff member, we have found that the best candidates are extremely responsible, diligent and operate with a customer service orientation.

If this sounds like you, apply today to be part of a New Paradigm For Education!



## INFORMATION TECHNOLOGY SPECIALIST

### ***Who We Are***

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### ***What You'll Do***

NPFE seeks a User Support Technician to be responsible for setting up, managing and troubleshooting the technology systems that our organization uses to maintain computer and software networks. The position will perform a variety of technical tasks relating to installation, diagnosis, repair and maintenance of all classroom technology, computer, and software components and applicants. The tasks will be expected to be performed with a high level of social and intrapersonal skills as demonstrated through communication, teamwork and collaboration. The position will report to the Director of Technology and Senior Systems Manager, and may occasionally oversee, as the lead person, the work of part-time support personnel and/or college IT interns.

### ***Job Requirements***

- Bachelor's degree or higher.
- 4-6 years related experience; or equivalent combination of education and experience.
- Significant proven experience or completed formal training related to basic PC and Mac repair and network support.
- Knowledge of the Google Suite and the Google Management System.
- Proficiency of technical support using Zendesk ticketing.
- Knowledge of PC and Mac operating systems, and Microsoft Office Applications.
- Experience with cloud-based software like Uniflow for printing.
- Experience with networking and internet connectivity.
- Ability to quickly identify problems, form solutions, and execute step-by-step troubleshooting procedures.
- Ability to compile learnings into tutorials and guides for different users, including teachers and students.
- Strong technical and analytical skills.
- Strong communication skills and ability to remain calm and professional in all circumstances.

- Excellent interpersonal skills to develop and maintain positive relationships with CMO staff and NPFE Back-Office Staff.
- Comfortable working independently, with experience working in a team environment.
- Ability to analyze and interpret technical manuals and procedural guides, and ability to clearly communicate information, both orally and in writing.
- Preferred bilingual.

### ***Duties & Responsibilities***

- Respond to hardware problems, update system software, and track the data and communications used on the network.
- Use diagnostic techniques to perform troubleshooting and repair procedures on inoperative and/or malfunctioning computers, equipment, and communication devices, and establish root causes.
- Perform basic troubleshooting and analysis procedures to identify and correct network access and connectivity related problems.
- Setup and configure computer-based technology resources using established industry and district protocols.
- Build and assemble computers from appropriate parts and components, and configure local machine operating systems using appropriate domain requirements and network options.
- Provide on-site support for students, teachers, leaders, and school buildings to both proactively and reactively address day-to-day technology issues
- Be able to perform physical duties associated with the delivery and relocation of technology equipment, including maintaining the appropriate inventory documentation.
- Record interactions with all users and utilize the ticketing system (currently Zendesk).
- Be able to successfully fulfill work order requests in a timely and appropriate manner.
- Develop job-related planning goals and project task lists, and prioritize job requirements with a minimum of supervision.
- Set up technology devices for new hires and monitor changes to specific access as needed.
- Increase personal technical knowledge by reading manuals, keeping up-to-date on the latest updates in the field, speaking with vendor companies, and participating in conferences and external trainings when possible.
- Collaborate with the Technology Team for project management, system improvements and upgrades.
- Collaborate with the school leader to establish goals and objectives for improvements and training for the school's staff.
- Other ancillary duties as assigned or needed.

### ***The Individual***

While there is no single formula for a great Informational Technology Specialist, our strongest team members do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and

adaptable to ever changing organizational needs and work demands, and hold strong written, verbal and bookkeeping skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

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## **INSTRUCTIONAL COACH: K-8 Reading**

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### ***What You'll Do***

NPFE seeks certified and highly qualified instructional coaches to support teachers and instructional staff in the implementation of the curriculum. Grounded in proven curriculum, strong instructional practices, and knowledge of adult learning, instructional coaches will support teachers in developing their craft and driving student achievement growth. Instructional coaches will work under the supervision of their building principal.

### ***Job Requirements***

- Must possess a Bachelor's degree, preferably in education
- Valid Michigan Teaching Certificate
- 5+ years of teaching experience

### ***Duties & Responsibilities***

- Provide teachers and other staff with the instructional leadership necessary to develop proficiency and success in implementation of core curriculum
- Coach and develop teachers on lesson planning, classroom management, instructional practices, and the effective use of data to guide instruction.
- Design and host targeted professional development opportunities for teachers and other instructional staff
- Conduct regular curricular pedagogy meetings with specific goals and full participation by all teachers
- Review student achievement data and make recommendations or adjustments, refer students for case discussion, etc.
- Coordinate assessments by organizing, distributing, and explaining the assessment process to teachers -- and supporting the execution of the process
- Organize, track and coordinate curricular materials and resources for staff, students and families

- Participate in professional development opportunities and site visits to observe successful implementation of curriculum and supplemental programs - and bring those learnings to the school site
- Create staff development plans based on targeted student data and observations
- Analyze assessment data to identify students for delivery of supplemental services
- Report assessment data to instructional staff and school community, and explain plans for student improvement
- Step in to support classroom teachers as needed
- Other ancillary duties as needed or assigned

### ***The Individual***

While there is no single formula for a great instructional coach, our strongest educators do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing student needs and work demands, and hold strong written and verbal communication skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

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## INTERVENTIONIST

### ***Who We Are***

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### ***What You'll Do***

NPFE seeks interventionists to provide individualized intervention to small groups of students in a targeted effort to increase student achievement. Interventionists will deliver reading instruction and implement our tutoring curriculum. The interventionist must be able to lesson plan, manage a classroom, and deliver instruction. S/he must also be able to monitor data from assessments and create reports.

### ***Job Requirements***

- Must possess a Bachelor's degree, preferably in elementary education
- Valid Michigan Teaching Certificate required
- Prior experience working with school age children required; classroom experience highly preferred

### ***Duties & Responsibilities***

- 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

### ***The Individual***

While there is no single formula for a great interventionist, our strongest educators do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing student needs and work demands, and hold strong written and verbal communication skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

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## **TEACHER - Middle School (Grades 6-8)**

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### ***What You'll Do***

NPFE seeks certified and highly qualified elementary classroom teachers who are able to develop and sustain academic focused instruction in the middle (6-8) grades. Guided by a rigorous and proven curriculum, the teacher will build strong and lasting relationships with students and families, identify and apply best practices in instruction and student achievement, and continuously implement feedback and seek growth.

### ***Job Requirements***

- Must possess a Bachelor's degree, preferable in education or in your assigned content area
- Must have - or be on a path to - a valid Michigan Teaching Certificate
- Prior classroom experience highly preferred

### ***Duties & Responsibilities***

- Possess and implement knowledge of pedagogy and deep content expertise in one or more of the following areas: mathematics, science, English language arts, social studies, foreign language, or fine arts (music, physical education, visual arts, etc.)
- 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 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

***The Individual***

While there is no single formula for a great teacher, our strongest educators do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing student needs and work demands, and hold strong written and verbal communication skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

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## **REGISTRAR**

### ***Who We Are***

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### ***What You'll Do***

NPFE seeks a Registrar to support student enrollment, transfer and withdrawal, and overall student records, maintaining and respecting confidentiality of student and school personnel information at all times. The Registrar works with a variety of partners, including students and families, school counselors and other school staff, maintaining student records, test scores, and handling other various administrative and clerical tasks as needed.

### ***Job Requirements***

- Associate degree required, Bachelor's degree preferred
- At least three to five years of experience as a Registrar or in a related field
- Experience with student recruitment highly preferred
- Strong organization and interpersonal communication skills
- Extensive Microsoft Office and Google suite knowledge and experience
- Ability to model non-discriminatory practices in all activities

### ***Duties & Responsibilities***

- Represents the school and connecting with students and families, both within the building and at student recruitment events;
- Provides information, preparing correspondence, preparing and maintaining files, records and reports, assisting teachers, parents and students;
- Answers questions and providing information (both over the phone and live) to persons or groups calling regarding student enrollment, records requests, or related matters;
- Registers new students, processing student withdrawals and transfers, and notifying all necessary parties;
- Enters and maintains student data (new and past) and records, maintaining and ensuring accuracy, completeness, and conformance to established standards and procedures;
- Prepares and sending transcripts as needed;
- Obtains transcripts, test scores, etc. for new/transfer students;

- Reviews and completing requests made by Social Security Administration, law enforcement officers, mental health representatives, as necessary; and
- Performs related tasks as assigned and needed by the Chief Academic Officer (CAO) or her designee and/or building administrator(s) in accordance with the school/policies and practices

### ***The Individual***

While there is no single formula for a great Registrar, our strongest team members do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing organizational needs and work demands, and hold strong written, verbal and bookkeeping skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

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## **School Leader/School Principal**

### ***Who We Are***

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### ***What You'll Do***

NPFE seeks amazing instructional leaders who are highly skilled at coaching and developing adults to serve as school leaders for our PreK-12 schools. Grounded in proven curriculum, strong instructional practices, knowledge of adult learning, and a clear vision of educational excellence for all, school leaders work with thoughtful relentlessness to prepare all scholars, from PK-12, to go to, through and beyond college and lead a life of limitless opportunity. School leaders make decisions, conduct difficult conversations, build strong teams, and operate with urgency and integrity at all times. All school leaders support and build upon NPFE's academic vision and direction and work under the vision and direction of our Chief Academic Officer.

### ***Job Requirements***

- Must possess a Bachelor's degree, preferably in education; Masters in Education HIGHLY preferred
- Current Michigan Teaching Certificate highly preferred
- Must possess - or be on a path to receive - valid Michigan Administrator Certification
- 5+ years of teaching experience
- 2+ years of managing adults in an instructional setting

### ***Duties & Responsibilities***

#### **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.

### **Staff Coaching & Evaluation**

- Conduct ongoing teacher observations and feedback grounded in our coaching model;
- Manage faculty and staff, including evaluations, retention, coaching and professional development, observations, communication, etc.;
- Support the recruitment of strong staff members;
- Ensure that all 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;
- 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 individualized student needs.

### **School Culture**

- 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;
- Respond to family concerns promptly and effectively.

### ***Additional ancillary responsibilities as needed or assigned***

#### ***The Individual***

While there is no single formula for a great school leader, our strongest educators do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing student needs and work demands, and hold strong written and verbal communication skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going "above and beyond" in the name of student success.

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## **SOCIAL WORKER**

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### ***What You'll Do***

NPFE seeks a school social worker to assist in addressing the psychological and social well-being of our students. The school social worker's responsibilities include providing information to students, parents, and school staff, counseling students, and addressing relevant issues. The school social worker will work with students in one-on-one, classroom, or school-wide sessions.

To be a successful school social worker, you should be dedicated to assisting our students, compassionate, and caring. You should also be knowledgeable of outside services, such as shelters, food banks, and medical care.

### ***Job Requirements***

- Bachelor's degree or above in social work
- License to practice social work in Michigan
- Prior classroom experience working with school-age children

### ***Duties & Responsibilities***

- Providing counseling sessions, treatment plans, or workshops as necessary and establishing prevention programs and intervention plans.
- Communicating with students and parents to determine the areas in which they may need assistance or counseling.
- Assisting teachers and school staff with behavioral and attitude issues by communicating with students to find the causes of their distress.
- Providing information, when appropriate, to outside support services to help students with economic, emotional, or physical issues.
- Assisting at-risk students or students with disabilities.
- Communicating with parents, teachers, and administrators to understand students' challenges.

- Maintaining case files and reports to track students' progress and problems.
- Helping students and families connect to resources to address various needs

### ***The Individual***

While there is no single formula for a great Social Worker, our strongest team members do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing organizational needs and work demands, and hold strong written, verbal and bookkeeping skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

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## **SPECIAL EDUCATION TEACHER**

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### ***What You'll Do***

NPFE seeks a certified and highly qualified Special Education Teacher who is able to develop and sustain academic focused instruction in the elementary grades, while providing appropriate accommodations and supports. Grounded in strong special education practices and guided by a rigorous and proven curriculum, the teacher will build strong and lasting relationships with students and families, identify and apply best practices in instruction and student achievement, and continuously implement feedback and seek growth.

### ***Job Requirements***

- Bachelor's degree, preferably in special education
- Must have - or be on a path to - a valid Michigan Teaching Certificate with a special education endorsement (i.e Learning Disabilities, Cognitive Impairment, etc.)
- Prior classroom experience working with students with exceptional needs

### ***Duties & Responsibilities***

- Teaches children with mild to moderate disabilities and exceptionalities, modifying traditional education curriculum and creating curricular materials as needed to meet each child's needs
- Assists children with a variety of specific learning disabilities, speech or language impairments, mental retardation, emotional disturbance, multiple disabilities, hearing impairments, orthopedic impairments, visual impairments, autism, combined deafness and blindness, traumatic brain injury, etc.
- Helps identify children with special needs
- Uses various teaching methods to promote learning, including intensive individualized instruction, problem-solving assignments, and small-group work
- Ensures students receive appropriate accommodations and set personalized learning goals
- Develops an Individualized Education Program (IEP) for each student and continuously reviews the IEP with parents, administrators, and general education teachers and keep parents informed on child's progress

- Develops transition plans outlining specific steps to prepare students for the next stage in their academic career (middle school, high school, postsecondary study, the workforce, etc.)
- Keeps up-to-date and accurate records of student progress and required documentation
- Helps general educators adapt curriculum materials and teaching techniques to meet the needs of students with disabilities
- Other ancillary duties as assigned or needed

### ***The Individual***

While there is no single formula for a great Special Education Teacher, our strongest team members do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing organizational needs and work demands, and hold strong written, verbal and bookkeeping skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

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## STUDENT SUPPORT SPECIALIST

### ***Who We Are***

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### ***What You'll Do***

New Paradigm For Education (NPFE) seeks a Student Support Specialist (SSS) to engage all stakeholders in the delivery of programs and services to support students' academic achievement, personal and social development, and to organize and administer school wide programs for parents, families, and volunteers. Working cooperatively with the principal, staff, students and parents - and deeply grounded in data - the Student Support Specialist will identify, secure, and coordinate resources to assure a positive school climate, the success of every child, the inclusion of parents through partnership, and the integration of services to children.

This position is a year round schedule.

### ***Job Requirements***

- Must possess a Bachelor's degree, Masters Degree (in School Administration and/or Social Work) preferred
- State of Michigan School Administrator Certification preferred
- Prior classroom/school experience preferred

### ***Duties & Responsibilities***

Like any leader in a school building, the role of the Student Support Specialist requires a masterful combination of organization (critical to ensuring progress is made in multiple goal areas) and flexibility (necessary to meeting the daily, often unexpected opportunities and challenges that school buildings inevitably face). In that spirit, the responsibilities of the Student Support Specialist include but are not limited to:

- 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 the design 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.
- Support leadership and staff as needed

### ***The Individual***

While there is no single formula for a great Student Support Specialist, our strongest team members do have a few characteristics in common. They are highly motivated and driven by results, extremely organized with an ability to balance deadlines and multiple workstreams, flexible and adaptable to ever changing organizational needs and work demands, and hold strong written, verbal and bookkeeping skills. Above all, they possess an enduring belief in the endless potential of all scholars and are committed to going “above and beyond” in the name of student success.

If this sounds like you, apply TODAY to join the NPFE team!

## **MANAGEMENT SERVICES AGREEMENT**

This Management Services Agreement (the “**Agreement**”) is made and entered into effective as of the 1st day of July, 2022 by and between **NEW PARADIGM FOR EDUCATION INC. (“NPFE”)**, a Michigan nonprofit corporation formed pursuant to Michigan Public Act 162 of 1982, as amended, MCL 450.2101 et seq. and **UNIVERSITY YES ACADEMY** (the “**Academy**”), a Michigan public school academy organized under the Revised School Code, as amended, MCL 380.1 et seq. (the “**Code**”).

**WHEREAS**, the Academy is a public school academy located at 14669 Curtis Street, Detroit, MI 48235, organized and operated pursuant to Part 6A of the Code; and

**WHEREAS**, the Academy operates under the direction of the University YES Academy Board of Directors (“Academy Board”); and

**WHEREAS**, pursuant to a Contract to Charter a Public School Academy (the “**Contract**”), dated June 1, 2018 and issued to the Academy by Bay Mills Community College Board of Regents (“**BMCC**” or “**Authorizer**”), as the authorizing body, 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 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 and contract with 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 an agreement shall be effective to the extent it conflicts with the Academy Board's statutory responsibilities and duties or the terms of the Contract.

No provision of this Agreement shall interfere with the Academy Board's constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

**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. Compliance with Academy's Contract.** NPFE agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

**D. 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. With the exception of the indemnification clauses 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 an assistant to Chief Administrative Officer ("CAO") of the Academy. The Academy's CAO shall be an Academy Board member or employee who shall perform the duties of the CAO under the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., and such other duties as designated to the CAO by the Academy Board from time to time.
2. Employees of NPFE, and its subcontractors, 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.

**E. 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**

**A. Term of the Contract.** This Agreement shall become effective July 1, 2022, and shall run coterminous with the Contract, subject to Article VIII herein. Notwithstanding the foregoing, the term of this Agreement shall not exceed the length of the Contract.

**B. Revocation or Termination of Contract.** If the Contract issued by the Authorizer is suspended, revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Contract is suspended, revoked, terminated or expires without further action of the parties.

## **ARTICLE III FUNCTIONS OF NPFE**

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

1. Implementation and administration of the Educational Program (as defined below);
2. Curriculum improvement services;
3. Student environment management services;
4. Management of Community outreach and marketing services;
5. Implementation of an ongoing public relations strategy, developed by NPFE with input from the Academy Board, for the development of beneficial and harmonious relationships with other organizations and the community;
6. Oversight of budget preparation and financial management services, such as accounting and bookkeeping services, financial and operational reports, in accordance with the budget approved by the Academy’s Board;
7. Accounts payable management;

8. Administration (by way of liaising with the carrier's designated representative or counsel appointed by the carrier) of any insurance claims involving personal injury or property loss;
9. Management of the security of the facility and confidential information files maintained by and in the possession of NPFE;
10. Selection of instructional and non-instructional material, equipment and supplies (within the budget set by the Academy Board) and the establishment of an inventory system of all equipment;
11. Food service management;
12. Transportation management;
13. Management of Facilities maintenance, facilities construction and/or renovation;
14. The preparation of required Authorizer, local, state and federal reports with prior review and approval by the Academy Board.
15. Management of computer services including operational and functional responsibilities;
16. Information and technology system development and management;
17. Oversight of all facility operations of the school building, including but not limited to the installation of technology integral to school operations 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. 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 approved by the Academy Board;
29. Recommendation of policies governing operations of the Academy and implementation of policies as approved by the Academy Board;
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 the 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, professional development, and human resources. NPFE shall not subcontract the management, oversight or operation of these programs, 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 the 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 closed sessions of the Academy Board and all required compliance materials (**“Academy Documents”**) are Academy property and 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 or its subcontractors, for or on behalf of 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 the Code, including but not limited to, Sections 1267 and 1274 and the Academy Board’s purchasing policy as if the Academy were making these purchases directly from a third party supplier. NPFE and its subcontractors will not include any fees or charges to the cost of equipment, materials and supplies purchased from third parties, including, but not limited to, 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 with the Academy 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 law, rules, regulations and 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 are Academy property and will be made available to the Academy's independent auditor and Authorizer. 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, or its subcontractor, on the Academy's behalf and all supplies, materials and equipment procured for the Academy by NPFE, or its

subcontractor, 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 or a subcontractor of NPFE, 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 or a subcontractor for services at the Academy shall provide same.
- (iv) Upon termination, NPFE, and any subcontractor of NPFE, 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, or a subcontractor of NPFE providing services at the Academy, shall provide as such.
- (v) Neither NPFE, nor any subcontractor of NPFE may include in its contracts with staff assigned to the Academy (including by way of example and not limitation, administrators, teachers, counselors and the like), any noncompete agreements or provisions of any nature whatsoever. All contracts entered into by NPFE, or a subcontractor 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. Whether or not substantial, the Academy shall submit to the Authorizer all amendments to the management contract prior to the execution of such amendment.
- (vii) NPFE hereby agrees, and shall provide in any contract with a subcontractor of NPFE, that the subcontractor of NPFE agrees to indemnify, defend, and hold harmless Authorizer, Bay Mills Community College, and its members, officers, employees, agents or representatives (collectively referred to for purposes of this paragraph as "Bay Mills Community College") against all claims, demands, actions, losses of any kind, including costs, attorney fees, and related expenses, imposed upon Bay Mills Community College 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 Bay Mills Community College which arise out of or are in any manner connected with the Authorizer's approval of the Academy's application, the Authorizer's consideration of or issuance of the Contract, NPFE's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by the NPFE, or which arise out of the failure of the NPFE to perform its obligations under the Contract, this Agreement or applicable law. The parties expressly acknowledge and agree that Bay Mills Community College may commence legal action against NPFE to enforce its rights as set forth in the Agreement.
- (viii) To the extent permitted by applicable law, rules and regulations, NPFE will ensure that criminal background and unprofessional conduct checks as required by applicable law, rules and regulations for public school academy personnel and contractors, shall be conducted for its employees and staff, employees of any subcontractors of NPFE for all personnel and contractors assigned to work at the Academy site, who would have to have been so checked had they been employed or contracted directly by the Academy. NPFE shall provide same in any contract it enters into with a subcontractor to perform services to the Academy. NPFE will annually certify its compliance with the requirements of this provision, and, upon

request, will provide copies to the Academy of its unprofessional conduct checks performed.

Notwithstanding the above, NPFE understands and agrees that Michigan law, rules and regulations currently prohibits a private entity from conducting fingerprint criminal history record information ("CHRI") checks. NPFE and its subcontractors agree that the CHRI checks will be conducted by the individual who is the Academy's authorized recipient as designated by the Academy Board ("**Authorized Recipient**") NPFE further understands and agrees that only the Authorized Recipient is entitled to receive the CHRI report and that the CHRI records must be maintained by the Academy's Authorized Recipient in a locked, secure location on the Academy's premises that is only accessible by the Academy's Authorized Recipient. The Academy shall provide NPFE and its contractors with the code of the Authorized Recipient who shall conduct the CHRI check for processing. The CHRI Authorized Recipient shall issue a Determination Letter to NPFE or its subcontractor indicating whether the applicant may or may not be hired by NPFE or its subcontractor based on the results of the CHRI (red light/green light letter). If the Authorized Recipient issues a Determination Letter that is considered a "yellow light," the Academy Board and NPFE will be required to follow applicable law, rules and regulations relative to NPFE or its subcontractor's hiring of that individual to work at the Academy's worksite.

- (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 thirty (30) days of notice, such action by NPFE and subsequent failure to cure shall be considered cause to terminate this Agreement.
- (x) NPFE shall adopt, implement and maintain a performance evaluation system for all required personnel as required by applicable law.

**N. Additional Programs.** The services provided by NPFE to the Academy under this Agreement shall 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 thirty (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.

**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, or more often if requested by the Academy Board. 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 laws, rules and regulations.

**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. NPFE shall not select, retain, evaluate or replace an independent auditor for the Academy.

**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 submitting the grant application.
3. To the extent permitted under the Code, and with prior Academy Board approval, NPFE may charge fees to students for extra services, 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% of the (a) per pupil foundation allowance ("PPR") which is a component of the state school aid that the Academy receives, directly or indirectly, from the State pursuant to the State School Aid Act of 1979, as amended, ("SSA") for the particular students enrolled in the Academy, less (b) the amount the Authorizer receives for its oversight responsibilities, as described in the Contract. The 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. The

minimum fee charged by NPFE for services under this Agreement, annually, shall not be less than \$450,000.00 or more than a maximum fee of \$900,000.00. Under no circumstances may NPFE charge the Academy for NPFE's overhead.

**D. Reasonable Compensation.** The parties understand and agree that 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, promptly following the Academy's receipt of NPFE's request for reimbursement for such costs receipt of the invoice containing all supporting documentation. 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 to 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 and shall not include any costs for the marketing and development of NPFE.

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 promptly 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. Payment of Fees.** The fee due to NPFE shall be calculated for each school year at the same time as the Academy Board adopts the budget for the upcoming school year and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. NPFE shall receive its fee as calculated pursuant to the preceding sentence in twelve (12) installments beginning in July and ending in June of each school year. Such installment amount shall be due and payable by the Academy by the 20<sup>th</sup> day of each month. 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 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.

Notwithstanding the foregoing, for any school year in which the Academy shall borrow monies under the State Aid Anticipation Note program, NPFE shall receive its fee as calculated pursuant to the first sentence of the preceding paragraph for such school year in eleven (11) installments payable in the months of October through August and such installment amount shall be due and payable by the Academy within 24 hours of receipt by the Academy of its monthly SSA.

**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 into this Agreement with an interest in entering into promissory notes or other financing agreements with or on behalf of the Academy and the Academy understands and agrees that the Academy does not expect NPFE 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.

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

**K. Compliance with Section 12.17 of Contract Terms and Conditions.** NPFE shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 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 Section 12.17(a) of the Contract Terms and Conditions.

## **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 NPFE and shall not be employees of the Academy. Notwithstanding the above, NPFE shall, in cooperation with the Academy, and subject to the Contract and Academy Board policies, recommend staffing levels to the Academy Board. Worksite Staff shall include all human resource services provided to or for the benefit of the Academy other than human resource 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, rules and regulations. The Principal shall provide the Academy Board with monthly reports regarding the status of the Educational Program of the Academy.

**C. Teachers.** The Academy Board, with input from NPFE, shall determine the number of teachers, applicable grade levels, and subjects taught in the Academy. NPFE shall provide the Academy with the necessary teachers, qualified in the grade levels and subjects required, as established by the Academy Board in accordance with the Academy Board's approved budget and Contract. The curriculum taught by the contracted teachers shall be the curriculum set forth in the Contract. NPFE agrees that every teacher assigned to the Academy shall hold a valid teaching certificate issued by the State Board of Education in accordance with the Code, be highly qualified teacher as defined in Section 9101 of the No Child Left Behind Act of 2001, or be credentialed as may otherwise be required or permitted by applicable law, rules and regulations.

**D. Support Staff.** The Academy Board, with input from NPFE, shall determine the number and functions of support staff required for the operation of the Academy. NPFE shall provide the Academy with such support staff as required by the Academy Board in accordance with the Academy Board's approved budget. The parties anticipate that such support staff may include but is not limited to clerical staff, administrative assistants to the Principal, accounting and finance staff, HR staff, recruiting, student enrollment staff, parent engagement staff, maintenance and custodial personnel and the like. All support staff shall be licensed and certified as required by applicable law, rules, and regulations.

**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 or an approved subcontractor. The Academy may request that an employee of NPFE, or subcontractor, be reassigned to another Worksite. 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, Medicare, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, rule, court or administrative decision, or an Attorney General's opinion, NPFE shall not make payments to the Michigan Public School Employees' Retirement System ("MPERS") or any other public retirement system on behalf of the Worksite Staff or any NPFE employees, contractors or subcontractors who perform work on behalf of the Academy in accordance with this Agreement.

To the extent permitted by law, 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 in accordance with applicable law, rules and regulations. As set forth in Article III. M (viii) of this Agreement, NPFE understands and agrees that Michigan law currently prohibits a private entity from conducting fingerprint criminal history record information ("CHRI") checks. NPFE and its subcontractors agree that the CHRI checks will be conducted by the Academy's Authorized Recipient as designated by the Academy Board. NPFE further understands and agrees that only the Authorized Recipient is entitled to receive the CHRI and that the CHRI records must be maintained by the Academy's Authorized Recipient in a locked, secure location on the Academy's premises that is only accessible by the Academy's Authorized Recipient.

In addition, 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 three (3) business days of when it, or any of its agents, employees, representatives, or contractors 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 shall immediately report to the Academy if that person is subsequently convicted, pleads guilty or pleads no contest to that crime, if same becomes known to NPFE its contractors or subcontractors.

NPFE shall likewise conduct or be responsible for, or cause its contractors and subcontractors, to conduct unprofessional conduct checks as 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, rules and regulations, and all costs associated with compliance with this section of the Agreement.

The Academy agrees to reasonably cooperate with NPFE and its subcontractors 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 is consistent with the Academy mission, either by NPFE or its subcontractor.

**G. Basic Instructional Supplies.** NPFE shall ensure, provided sufficient revenues are allocated 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 written notice from the Academy. Material breach by NPFE may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Academy Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so), or failure to meet or make appropriate progress towards meeting the outcomes stated in this Agreement and the Contract (which failure is not attributable to the Academy Board); a violation of the Contract or of applicable law, rules or regulations, any action or inaction by NPFE that places the Contract in reasonable jeopardy of revocation, or 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 a 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.

In addition, any action or inaction by NPFE that is not cured within sixty (60) days' written notice which causes the Contract to be revoked, terminated suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination, or suspension by the Authorizer is a material breach.

**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 written notice from NPFE. Material breach by the Academy 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; or a violation of the Contract or of applicable law, rules or regulations. 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 a 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.

**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.

**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 may provide the Academy reasonable assistance for up to ninety (90) calendar days, after the effective date of the termination, to allow a transition to another educational 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. Therefore, the parties agree, subject to the requirements and/or limitations of the Contract, MCL §380.502(3), the Freedom of Information Act or any other applicable laws, rules or regulations, that any Confidential Information communicated to or received or observed by a party to this Agreement 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, or curriculum or educational materials that are developed by NPFE from the funds the Academy paid to NPFE as part of NPFE's fee for services. 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 therein.

## **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 Bay Mills Community College.** The parties acknowledge and agree that the Authorizer, Bay Mills Community College and their respective members, officers, employees, agents or representatives (all collectively referred to as "Bay Mills Community College") 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 Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with Authorizers' approval of the Academy's application, Authorizers' consideration of or issuance of a Contract, NPFE's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by NPFE, or which arise out of the failure of NPFE to perform its obligations under the Contract, this Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College may commence legal action against NPFE to enforce its rights as set forth in this Agreement.

## **ARTICLE XI INSURANCE**

**A. Insurance of the Academy.** The Academy shall maintain insurance coverage in the amounts required by the Contract and coverage necessary to meet the indemnification of NPFE provided by this Agreement. In the event BMCC or the insurance carrier for BMCC, 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. The Academy's insurance coverage shall be separate from and in addition to the insurance NPFE is required to obtain under 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 and this Agreement, including the indemnification of the Academy provided by this Agreement. In the event BMCC requests any change in coverage, NPFE agrees to comply with any change in the type of or amount of coverage as requested, within thirty (30) days after written notice of the insurance coverage change. 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). NPFE's insurance coverage shall be separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.

**C. Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees. Any contractor or 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 contractor or subcontractor shall contain similar insurance requirements. The amount of insurance coverage shall be in accordance with the Contract.

**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 Academy 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 contained in this Agreement.

**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  
Ralph Bland, CEO  
1903 Wilkins  
Detroit, MI 48207

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

If to the Academy: Academy Board President  
14669 Curtis Street  
Detroit, MI 48235

With a copy to: Clark Hill PLC  
Attn: Joseph Kopietz  
500 Woodward Avenue  
Suite 3500  
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 or amendment 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 or amendment to this Agreement must be submitted to the Authorizer prior to approval and execution. The submission requirements outlined in BMCC's Charter Schools Office's ESP Policies must be followed if this Agreement is modified or amended. Any amendments will be added to the Contract through the Contract amendment process identified in the Contract Terms and Conditions.

**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. In addition, this Agreement is not assignable without prior notification to BMCC's Charter Schools Office. Any assignable party shall be considered an ESP as defined in the BMCC's Charter Schools Office's ESP Policies. As such, any assignable party shall follow the requirements set forth in the BMCC's Charter Schools Office's ESP Policies

**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, rules 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 the arbitration

procedure shall be the sole and exclusive remedy for those matters, with the exception of a request for injunctive relief. The single arbitrator shall be selected from a list of arbitrators provided by and in accordance with the rules of the American Arbitration Association. Only one arbitrator shall be assigned to the matter. 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, at a location mutually agreed upon by the parties. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction. The cost of arbitration, not including attorney fees, shall be equally split between the parties. Each party shall pay its own attorney fees, witness fees and costs, and costs of experts.

The arbitrator shall be required to issue a cause opinion (written explanation) as to the final decision. BMCC shall be notified of said decision, and, upon BMCC's request, the cause opinion shall be made available.

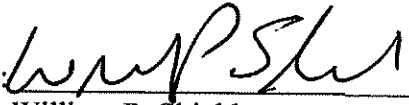
**Q. Modification to Conform to Changed Authorizer Policies.** The parties intend that this Agreement shall comply with all of Authorizer's requirements and policies applicable to educational service providers, as the same may be amended or changed from time to time. In the event that changes in Authorizer's 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.

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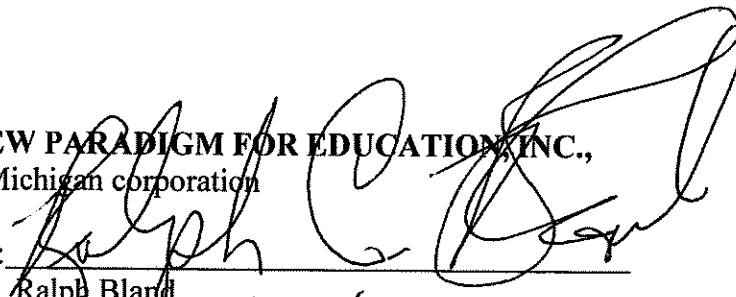
**R. Execution and Delivery.** Each party represents and warrants to the other that it has undertaken all necessary corporate or organizational actions required to give it full power, authority and right to execute, deliver and perform its obligations under this Agreement and, that the individual signing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

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

**UNIVERSITY YES ACADEMY**  
a Michigan public school academy

By:   
William P. Shield  
Its: Board President  
Dated: 8/26/2022

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

By:   
Ralph Bland  
Its: President and CEO  
Dated: 6/30/2022

**CONTRACT SCHEDULE 6**

**PHYSICAL PLANT DESCRIPTION**

**SCHEDULE 6**  
**PHYSICAL PLANT DESCRIPTION**

Physical Plant Description ..... 6-1

Site Plan ..... 6-3

Floor Plan..... 6-4

Certificate of Occupancy ..... 6-5

Lease Agreement ..... 6-6

## SCHEDULE 6

### PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the “Proposed Site”) of University Yes Academy (“Academy”) is as follows:

Address: 14717 Curtis Road  
Detroit, MI 48235

Description: The facility is 78,000 square feet and is located on 3 ½ acres. The building has a strong brick shell with a concrete skeleton. The two-story building includes 37 classrooms, sufficient for 650 K – 8th grade students. Classrooms are apportioned to host up to 30 students per class. Two of the classrooms are outfitted as science labs. In addition to the 37 classrooms, the building includes a gym, a café for student dining, an auditorium, a meal prep kitchen, 6 small classrooms/offices, and a general administrative office.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through eighth grade.

Name of School District and Intermediate School District:

Local: Detroit Public Schools  
ISD: Wayne RESA

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

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

4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facility. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

# University Yes Academy

Existing Site View



Google Earth

Image Landsat/ Copernicus

6-3

Thatcher Ave

Curtis St

14669 Curtis St



200 ft



# CERTIFICATE OF USE AND OCCUPANCY

## PERMANENT

Michigan Department of Energy, Labor & Economic Growth  
Bureau of Construction Codes/Building Division

P. O. Box 30254  
Lansing, MI 48909  
(517) 241-9317

Building Permit: B029479  
University Yes Academy  
14717 Curtis  
Detroit, Michigan  
Wayne County

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

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



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

December 16, 2010

## **LEASE AGREEMENT**

This Lease Agreement (the “Agreement”) is entered into as of this 30<sup>th</sup> day of June, 2018 to be effective as of July 1, 2018 (the “Effective Date”), between **THE WAYNE AND JOAN WEBBER FOUNDATION**, a Michigan nonprofit corporation, with offices at 44710 Morley Drive, Clinton Township, MI United States 48036 (“Lessor”), and **UNIVERSITY YES ACADEMY**, a Michigan public school academy, with offices at 14669 Curtis Street, Detroit, Michigan 48235 (“Lessee”), on the following terms and conditions.

### **WITNESSETH:**

1. **The Leased Premises.** Lessor leases to Lessee and Lessee accepts and agrees to lease from Lessor the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly referred to as 14669 Curtis Street, Detroit, MI 48235, as more particularly described on the attached Exhibit A, together with the furniture, fixtures, equipment and other personal property located thereon owned by Lessor (herein collectively called the “Leased Premises”).

2. **Occupancy.** Subject to the terms and conditions as set forth in this Agreement, Lessee will have full and exclusive occupancy of the Leased Premises.

3. **Term.**

The “Term” of this Agreement begins July 1, 2018 (the “Commencement Date”) and ends June 30, 2022 (the “Expiration Date”), unless earlier terminated or extended as provided herein. Lessee is a party to a Charter School Contract with Bay Mills Community College (“BMCC”) dated June 1, 2010, as amended (the “Charter Contract”), a copy of which has been received by Lessor, for the operation of a school in the Leased Premises. Notwithstanding anything to the contrary contained herein, except as provided in the following sentence, if for any reason whatsoever the Charter Contract is revoked, suspended, terminated (other than voluntary termination by the Lessee), expires prior to the expiration of the Term hereof, then this Lease and all obligations hereunder shall terminate simultaneously with such termination, non-renewal or non-extension, as the case may be, and neither party shall have any right or cause of action against the other by reason of such termination. Notwithstanding the foregoing, in the event of a termination of the Charter Contract during the Lessee’s Term for reasons other than cause or voluntary termination by the Lessee occurs at the end of the then-current school year, Lessee shall be permitted to attempt to secure another charter for a limited period of time not to exceed the summer vacation period ending on the following August 31<sup>st</sup>, which charter will permit Lessee to operate a charter school in a substantially similar manner as chartered under the Charter Contract. In the event Lessee should procure such a replacement charter in a timely manner, enabling it to continue full operations at the beginning of the following school year, this Lease shall be automatically revived and reinstituted for the remainder of the Term.

4. **Use and Condition.** The Leased Premises are to be used and occupied only as a public school academy as defined under the laws of the State of Michigan (the “State”) including, but not limited to, Act 362 of the Public Acts of 1993 (as amended) and the Revised School Code, also known as Public Act 451 of 1976 (as amended) and for no other purpose. Lessee accepts the Leased Premises in its condition on the date of this Agreement, “AS IS” “WHERE IS” “WITH ALL FAULTS” and without any representations or warranties of any kind express or implied, by Lessor. Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent, employee or any other representative of Lessor regarding the condition of the Leased Premises. This Agreement is entered into by Lessee without reliance upon any representations or warranties whatsoever.

5. **Base Rent and Additional Rent.** Throughout the Term of this Agreement, Lessee shall pay to Lessor, without demand, offset or deduction, as base rent (the “Base Rent”) for the Leased Premises, on the first day of each and every month, in advance, commencing on the Commencement Date, an amount equal to  $1/12^{\text{th}}$  of eight percent (8%) of the annual per pupil state school aid foundational allowance and/or enrollment/state student aid grant amount, based on the State Board of Education counts whenever they may be taken (the “State Aid Amount”), for all students on the Leased Premises.

Anything in this Agreement to the contrary notwithstanding, in the event Lessee operates the Leased Premises as a charter school and the State of Michigan (the “State”) in any way, whether by statute, administrative order or otherwise, changes the way in which it determines, calculates and/or distributes the State Aid Amount (a “Rent Calculation Change”), the parties hereby agree that the Base Rent paid by Lessee under this Agreement shall be renegotiated by the parties. In the event the parties are unable to agree upon a new Base Rent amount, Lessor shall have the right, in its sole and absolute discretion, to set the Base Rent to the amount paid by Lessee on the first day of the month prior to the Rent Calculation Change.

Lessee shall provide Lessor with copies of all forms submitted to the State regarding the student count within three (3) business days after such forms are submitted to the State. In addition, Lessee will provide to Lessor a written report regarding actual student enrollment twice yearly; the fall count in September, and the winter count in February. Based on the results of these student counts, the monthly Base Rent shall be increased or decreased retroactively to the beginning of the month of the current student count date. Any overpayment or underpayment shall be reconciled with the next month’s payment of Base Rent. Any further adjustments made to enrollment count or State Aid Amount will adjust Base Rent retroactively as provided in this Section. Provided, however, the Base Rent paid by Lessee under this Agreement shall not be reduced below the Base Rent paid by Lessee on the first day of the month, prior to the adjustment made to the enrollment count on the State Aid Amount without Lessor’s prior written consent, which consent shall not be unreasonably withheld or delayed.

Unless otherwise directed in writing by Lessor, all checks shall be payable to “**THE WAYNE AND JOAN WEBBER FOUNDATION**,” and shall be mailed to: 44710 Morley Drive, Clinton Township, MI 48036.

All Base Rent, Additional Rent (as hereinafter defined) and any other sums payable by Lessee under this Agreement are hereinafter collectively referred to as "Rent." If at any time payment of Rent is more than five (5) days past due, Lessee shall pay Lessor a late fee in the amount of five percent (5%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment. In the event that any payment of Rent is more than ten (10) days past due, in addition to the late fee, Lessee shall pay Lessor interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of its other rights and remedies available at law or in equity. Except as may otherwise be expressly permitted under this Agreement, Rent shall not abate for any reason during the Term of this Agreement.

In addition to the payment of Base Rent, throughout the Term, Lessee shall pay, as "Additional Rent" (i) all costs and expenses related to or arising in connection with the ownership, lease, use or occupancy of Leased Premises (whether charged to or levied against Lessor or Lessee) including, but not limited to, all Taxes (as hereinafter defined), costs of insurance required by this Agreement, Utility Charges (as hereinafter defined), and all other costs and expenses that the Lessee assumes or agrees to pay pursuant to the terms and provisions of this Agreement, together with all interest and late charges that may accrue thereon in the event of failure of Lessee to pay these items, and (ii) all other damages that Lessor may incur by reason of any failure of the Lessee to comply with the terms and conditions of this Agreement. In the event of Lessee's failure to pay any Additional Rent due hereunder, Lessor shall have all the rights as herein provided for failure to pay Rent. Lessee acknowledges and agrees that it is the intention of Lessor and Lessee that this Agreement be deemed and construed to be a "net lease." Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Lessor be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder, except as otherwise expressly set forth herein. Without limiting the foregoing, Lessee shall pay to the parties respectively entitled thereto, all costs, expenses and charges of every kind and nature relating to the Leased Premises which may arise or become due or payable after the Commencement Date or during Term of this Agreement.

6. **Security Deposit.** Lessee shall not be required to pay a security deposit in connection with this Agreement.

7. **Utilities.** Lessee shall pay all charges for all utilities used by Lessee or charged to the Leased Premises during the Term of this Agreement, including, but not limited to, all telephone, cable, gas, water, sewer, electricity and heating service charges (collectively, the "Utility Charges").

8. **Compliance and Reporting.** Lessee agrees, at its sole cost and expense, to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Leased Premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Lessee also agrees to observe all reasonable regulations and requirements of underwriters concerning the use and

condition of the Leased Premises tending to reduce fire hazards and insurance rates, and to not permit nor allow any rubbish, waste material or products to accumulate on the Leased Premises. Lessee shall not use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Leased Premises. Lessee shall be solely responsible for obtaining any permits and licenses required for occupancy of the Leased Premises and the operation of the charter school including, but not limited to, any certificates of occupancy (temporary and permanent) required by the City of Detroit (collectively, the “Approvals”). Lessee acknowledges and agrees that Lessee’s obligations under this Agreement including, but not limited to, the payment of Rent shall begin with the Commencement Date regardless of any delays in the granting of any of the required Approvals and that this Agreement shall remain in full force and effect regardless of any failure on the part of Lessee to obtain any of the required Approvals. In addition to the covenants set forth in Section 5 of this Agreement, Lessee agrees, at its sole cost and expense, to strictly comply with all terms and conditions of the Charter Contract, and with all requirements and regulations promulgated by the BMCC and further, to maintain in full force and effect the Charter Contract throughout the Term of this Agreement. Lessee covenants and agrees to the extent allowed by applicable laws to provide Lessor with all information provided by Lessee to the BMCC, or any other authorizer, without request by Lessor for the same. Lessee hereby authorizes Lessor, after written notice to Lessee, to make such inquiries of governmental authorities and others as Lessor shall reasonably deem necessary or desirable with respect to the status of the charter or the school. Lessee shall also provide to Lessor an annual report documenting the previous school year’s progress in meeting the performance-based goals identified in Lessee’s Charter Contract and all State-mandated test scores and other accountability indicators, including proficiency rates and annual yearly progress results as required under the federal Every Student Succeeds Act of 2015 (for so long as such statute applies to Lessee).

9. **Maintenance, Repairs, Snow Removal and Landscaping.** Throughout the Term of this Agreement, Lessee agrees, at its sole cost and expense, to maintain the entire Leased Premises and fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired), including, but not limited to, the interior and exterior, structural and nonstructural components, and boiler. Lessee shall keep the Leased Premises in a clean, sanitary and safe condition at all times, including custodial services, trash removal, a dumpster and disposal. In addition, Lessee shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises. Lessee hereby acknowledges and agrees that it is the intent of the parties that Lessor shall have no obligation whatsoever to repair or maintain or replace any portion of the Leased Premises.

10. **Licenses.** If the nature of the Lessee’s business requires licensure, Lessee shall keep in effect a valid license to operate the Leased Premises for that purpose and provide Lessor with a current copy of all required licenses.

11. **Security.** Lessee agrees to provide any and all security for its use of the Leased Premises during the Term of this Agreement. Lessee hereby acknowledges that Lessor is not responsible for providing any security in connection with Lessee’s use of the Leased Premises and

hereby releases Lessor from any and all claims Lessee may have against Lessor arising from, or related to, security of the Leased Premises during the Term of this Agreement. In addition, Lessee hereby agrees to indemnify, defend (using counsel of Lessor's choice) and hold Lessor harmless for any claim, expense including, but not limited to attorneys' fees, or loss arising from, or relating to, security of the Leased Premises.

12. **Quiet Enjoyment.** Provided there shall not have occurred an Event of Default (as hereinafter defined) which is continuing, Lessor covenants that the Lessee shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the Term of this Agreement.

13. **Insurance.** The Lessee will procure and keep in effect, throughout the Term of this Agreement, commercial general liability insurance on an occurrence basis with limits of at least One Million Dollars (\$1,000,000.00) per occurrence, with a Three Million Dollar (\$3,000,000.00) annual general aggregate issued by a company acceptable to Lessor for benefit of the Lessor. Said policy shall name Lessee and Lessor (and any other party as specified by Lessor) as additional named insureds. Lessee shall deliver a Certificate of Insurance to the Lessor. Such policy shall (a) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Agreement; (b) be primary, not contributing with, and not in excess of coverage which Lessor may carry; (c) state that Lessor is entitled to recovery for the negligence of Lessee even though Lessor is named as an additional insured; (d) provide for severability of interest; (e) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (f) afford coverage after the term of this Agreement (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the Term of this Agreement; and (g) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Lessor.

The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State and rated A+ or better by Best's Insurance Guide. Lessee's failure to deliver the Certificate(s) of Insurance(s) shall be a default under this Agreement. The limits of said insurance shall not limit any liability of Lessee hereunder. Not more frequently than every year, if, in the reasonable opinion of Lessor, the amount of liability insurance required hereunder is not adequate, Lessee shall promptly increase said insurance coverage as required by Lessor.

Lessee shall be responsible for securing insurance it deems advisable on contents (including Lessee's personal property) and Alterations and other improvements, or for business interruption, and Lessor shall have no liability with respect to any loss to Lessee's personal property or improvements, or any loss of business income.

Lessor shall maintain casualty insurance on the Leased Premises (including, but not limited to, the buildings which are a part of the Leased Premises) in such amounts and with such carriers as Lessor deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Lessor and is not available for the benefit of the Lessee. Throughout the

Term of this Agreement, Lessee shall reimburse Lessor, as Additional Rent, for all insurance premiums paid by Lessor for the casualty insurance covering the Leased Premises. Such payments shall be made by Lessee to Lessor within thirty (30) days after receipt by Lessee of an invoice for such premiums.

14. **Indemnity.** Lessee shall indemnify, defend (using counsel satisfactory to Lessor in its sole discretion) and hold harmless Lessor, and its employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, (iii) use or misuse of any portions of the Leased Premises by Lessee or any of Lessee's respective agents, contractors, employees, visitors, and invitees, including, but not limited to, students, faculty and parents, or (iv) Lessee's failure to perform its obligations under this Agreement. The obligations of Lessee under this Section arising by reason of any occurrence which takes place during the Term of this Agreement shall survive the expiration or any earlier termination of this Agreement.

15. **Alterations.** Lessee shall not make any alterations, additions, or improvements to the Leased Premises (collectively, "Alterations") without the Lessor's prior written consent, which Lessor may withhold in its sole discretion. Provided however, Lessor shall not unreasonably withhold or delay its consent to any Alterations required by applicable law or by the BMCC as a condition to Lessee's continued operation of a public school academy. All Alterations shall be made at the sole cost and expense of the Lessee and Lessee hereby agrees to indemnify, defend (using counsel of Lessor's choice) and hold Lessor harmless for any claim, expense, cost (including attorneys' fees), liability and loss of any kind, in any way arising out of or in connection with the Alterations. Upon the expiration of the Term, or any earlier termination of this Agreement or other vacation of the Leased Premises, said Alterations shall, at Lessor's option, become the property of the Lessor. Lessee shall promptly remove all such Alterations required by Lessor to be removed and Lessee shall restore the Leased Premises after such removal to substantially their condition prior to the time such Alterations were made. All of Lessee's furnishings and moveable equipment which are not attached or affixed to the Leased Premises shall be the property of the Lessee, and the Lessee shall remove the same at the end of the Term, or any earlier termination of this Agreement or other vacation of the Leased Premises and Lessee shall repair any damage caused to Leased Premises as a result of such removal.

If Lessor consents to Lessee's performance of any alteration or addition to the Leased Premises including, but not limited to, any tenant improvements to the Leased Premises made by Lessee at the outset of the Term of this Agreement (collectively, "Work"), Lessee shall ensure that the Work is done in accordance with the Plans (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Lessor. In addition, prior to commencement of any Work, Lessee must submit to Lessor for approval, which approval Lessor may withhold in its sole and absolute direction: (i) a complete set of plans and specifications including, but not limited to, drawings and specifications for any Alterations to the mechanical, electrical and plumbing systems (collectively, the "Plans") prepared and sealed by a

registered architect or engineer; and (ii) a list of the contractors and subcontractors (collectively, the "Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Lessor may require in its sole and absolute discretion including, but not limited to commercial general liability insurance for bodily injury and property damage, including contractual liability, personal injury, products and completed operations, naming Lessor as an additional insured, comprehensive automobile liability insurance, including hired, owned or non-owned vehicles and contractual liability, naming Lessor as an additional insured, and worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by the Contractors.

Lessor's approval of the Plans for Lessee's Alterations shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Lessee in connection with any Alterations, and nothing in this Agreement shall be construed to constitute consent by Lessor to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Lessee for labor or material furnished to Lessee or the Leased Premises, Lessee shall cause the lien to be discharged of record within fifteen (15) days after filing. If Lessee fails to cause the lien to be discharged within such time, Lessor may, without the obligation to do so, payoff the lien and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor to pay and discharge such lien, including, but not limited to, attorney fees (the "Lien Expense") within fifteen (15) days of Lessee's receipt of written notice from Lessor of the amount due. Lessee hereby agrees to indemnify, defend (using counsel of Lessor's choice) and hold Lessor harmless for any claim, expense, cost (including attorneys' fees), liability and loss of any kind, in any way arising out of or in connection with any such lien.

16. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Lessee or Lessor shall have the right to terminate this Agreement as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as materially adversely impair Lessee's use of the balance of the Leased Premises. In the event of any taking, Lessor shall be entitled to any and all compensation, damages, income, rents, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Agreement or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Agreement, the rental thereafter to be paid shall be reduced on a per square foot basis.

17. **Taxes.** Throughout the Term of this Agreement, Lessee shall pay (i) all real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments assessed against the Leased Premises or any property of which they are a part, at any time (collectively, the "Real Property Taxes") and (ii) all personal property taxes attributable to personal property located on, or used in connection with the Leased

Premises regardless of whether such personal property is owned by Lessor or such taxes are levied and assessed to the Lessor (collectively, the "Personal Property Taxes"). The Real Property Taxes and the Personal Property Taxes are referred to collectively as the "Taxes." Payment of all Taxes shall be made on or before the last day when payment may be made without interest or penalty. Lessee may, when permitted by appropriate governmental authority, pay any Taxes in installments over a period of time.

Lessee agrees to provide to Lessor immediately upon demand copies of receipts evidencing timely payment of the Taxes.

Lessee shall have the right during the Term, at its sole cost and expense, after giving notice to Lessor, prior to any applicable penalty date to timely contest in good faith by appropriate administrative or legal proceedings, which shall be conducted diligently, in the name of Lessor or Lessee, or both, and without any cost or expense to Lessor, the validity or amount of any Taxes or assessed value of the Leased Premises, in which event Lessee may defer the payment thereof until such assessment or Taxes are finally determined and are no longer subject to appeal, provided that the delay in making any Taxes payment will not subject Lessor to any cost, expense, interest, penalty, civil or criminal liability, or fine. Lessor agrees to timely execute and deliver any necessary and appropriate documents or other instruments which may be reasonably necessary to permit Lessee to contest the validity or amount of such assessment or Taxes.

Lessor agrees to cooperate in commercially reasonable and lawful ways with all commercially reasonable efforts by Lessee, undertaken at Lessee's sole cost and expense, to seek and obtain exemption from ad valorem taxes upon the Leased Premises, but no such efforts by Lessee shall have or be likely to have any direct or indirect impact on the tax exempt status of the Lessor.

18. **Assignment; Subletting and Encumbrance.** Lessee shall not (i) assign, sell, or in any manner otherwise transfer this Agreement, the Leased Premises or any interest therein, or (ii) mortgage or otherwise encumber any portion of Lessee's interest in this Agreement, the Leased Premises or any operating revenues derived from its operations, or (iii) sublet the Leased Premises or any part or parts thereof, or (iv) grant any concession or license or otherwise permit occupancy of all or any part of the Leased Premises by others, without in each case first obtaining the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion. As a condition to any consent, Lessor shall have the right to require Lessee to remain liable under this Agreement. The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Lessor from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Agreement on Lessee's part to be performed. In the event Lessor consents to any subletting, Lessor shall have the right, upon the occurrence of a default by Lessee under this Agreement, to demand the sublessee to pay the rent due under the sublease directly to the Lessor to be applied to sums due Lessee under this Agreement.

The occurrence of any of the following events shall be deemed to be an assignment of this

Agreement requiring Lessor's prior written consent a change in the name of Lessee or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Lessor, is substantial.

19. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Agreement by Lessee:

- a. if Lessee shall fail to pay Rent or any other sum when and as the same becomes due and payable;
- b. if Lessee shall fail to perform or observe any other term hereof to be performed or observed by Lessee under this Agreement;
- c. if Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;
- d. if this Agreement or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- e. if Lessee vacates, abandons or deserts the Leased Premises or Lessee fails to occupy the Leased Premises for more than thirty (30) consecutive days;
- f. if there is a default by Lessee under the Charter Contract that is not cured within any applicable cure period provided thereunder; and
- g. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Lessee's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses, or the Charter Contract.

20. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Lessor, Lessor may, at his option, after providing to Lessee any notice required under State law, do one or more of the following:

- a. Terminate this Agreement and, upon such termination, this Agreement shall come to an end and expire upon Lessor's termination, but Lessee shall remain liable for damages as provided in Section 21 hereof; or

- b. Either with or without terminating this Agreement, Lessor may immediately or at any time after the Event of Default or after the date upon which this Agreement shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Lessee's property and effects from the Leased Premises; or
- c. Either with or without terminating this Agreement, Lessor may relet the whole or any part of the Leased Premises from time to time, either in the name of Lessor or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Agreement, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Lessor, in its sole discretion, may determine. In the event of any such reletting, Lessor shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Lessee of any liability under this Agreement or otherwise to affect any such liability; and Lessor may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Lessor, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Lessee of any liability under this Agreement or otherwise affecting such liability; or
- d. Perform for the account of Lessee any default of Lessee under this Agreement and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by State law, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Lessee under this Agreement; or
- e. Lessor shall have the right to recover the rental and all other amounts payable by Lessee hereunder as they become due and all other damages incurred by Lessor as a result of an Event of Default including, without limitation, attorney's fees and costs; or
- f. Accelerate all Rent due for the balance of the Term of this Agreement and declare the same to be immediately due and payable.

21. **Recovery of Damages upon Termination.** Upon termination of this Agreement by Lessor pursuant to Section 20(a) hereof, Lessor shall be entitled to recover from Lessee the aggregate of:

- a. the worth at the time of award of the unpaid Rent which had been earned at the time of termination;

- b. the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- c. the worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term of this Agreement after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and
- d. any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Lessee hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Agreement, any transaction, any incident, any occurrence or any other agreement between Lessor and Lessee against any of its present or future payments due Lessor under this Agreement. Notwithstanding the foregoing, in the event that this Agreement is terminated by Lessor without cause prior to the expiration of the Term, Lessee shall be entitled to the set-off or recovery of any unamortized cost of any improvements made by Lessee to the Leased Premises for which the consent of Lessor was obtained in accordance with Section 14 hereof, and which cannot be removed by Lessee.

22. **Lessor's Cure.** All covenants, terms and conditions to be performed by Lessee under any of the terms of this Agreement shall be at its sole cost and expense and without any abatement of Rent. If Lessee shall fail to pay any sum of money, other than the payment of Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as in this Agreement provided. Lessee shall reimburse all sums so paid by Lessor and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Lessor of the amount due. All Reimbursable Expenses shall be deemed Additional Rent, and Lessor shall have (in addition to any other right or remedy available to Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of Rent. In the event of a default by Lessee under the terms and provisions of the Charter Contract, in addition to any other rights or remedies afforded Lessor under this Agreement, and to the extent permitted by law and the Charter Contract, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed so as to cure Lessee's default. Any sums so expended by Lessor shall be deemed to be Reimbursable

Expenses and shall be paid as provided in this Agreement. Notwithstanding anything contained herein to the contrary, in no event shall Reimbursable Expenses include added fees or charges with the cost of equipment, materials and supplies purchased from third parties (except that the Lessor may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses). Provided, however, the terms contained in Section 23 shall continue to be applicable.

23. **Lessee's Payment Obligations.** In the event Lessee fails to pay any sum of money, other than the payment of Rent, required to be paid by Lessee under the terms of this Agreement, including, but not limited to, any Taxes or other Reimbursable Expenses, Lien Expense or Utility Charges ("Delinquent Payment"), within five (5) days of when due ("Delinquency Date"), Lessee shall pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of five percent (5%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Lessee shall pay to Lessor interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the Delinquent Payment, nor prevent Lessor from exercising any of his rights and remedies set forth in this Agreement.

24. **Lessor's Rights and Non-liability.** Lessor shall have the right from time to time, without notice to Lessee, to inspect the Leased Premises to confirm Lessee's compliance with this Agreement. Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Lessee or its property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful and wanton act of Lessor, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of Rent.

If Lessor shall fail to perform any covenant, term or condition of this Agreement upon Lessor's part to be performed, and, if as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only against the right, title and interest of Lessor in the Leased Premises and out of rents or other income from the Leased Premises by Lessor, or out of the consideration received by Lessor from the sale or other disposition of all or any part of Lessor's right, title and interest in the Leased Premises, and Lessor shall not be liable for any deficiency.

25. **Controlling Law; No Other Agreement or Representatives; Time of Essence.** This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by

specific reference, respecting this Agreement or any real or personal property leased hereunder. Time is of the essence in this Agreement.

26. **Non-Waiver; Modifications.** No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a Rent installment(s) due Lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of Rent. The acceptance of all or part of a Rent installment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced. The parties acknowledge and agree that before execution any amendment to this Agreement must be reviewed by the BMCC Charter Schools Office (“CSO”) or a waiver obtained from the CSO Director. The CSO shall act in a commercially reasonable and timely manner with respect to its review of any amendment to this Agreement.

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

To the Lessor at:

The Wayne and Joan Webber Foundation  
44710 Morley Drive  
Clinton Township, MI 48036

With a copy to:

David C. Stone  
Bodman PLC  
201 w. Big Beaver  
Suite 500  
Troy, MI 48084

To the Lessee at:

University Yes Academy  
14669 Curtis Street  
Detroit, MI 48235

28. **Surrender.** The Lessee shall return the Leased Premises peaceably and promptly to the Lessor at the end of the Term of this Agreement, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Agreement, whether by expiration of the Term, abandonment or surrender by Lessee, or any earlier termination thereof, by process of law or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Lessor at Lessee’s expense.

29. **Damage to Leased Premises.** If the Leased Premises become wholly untenable through damage or destruction, this Agreement shall automatically be terminated without any further action by the parties; if partially untenable, Lessor shall have the option of terminating this Agreement at anytime within thirty (30) days after such casualty. If Lessor does not terminate this Agreement, the Lessor shall repair the Leased Premises with all convenient speed. The obligation of the Lessee to pay the monthly Base Rent shall be abated during the time the Leased Premises are untenable and shall be partially abated during the time the Leased Premises are partially untenable.

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

31. **Hold Over.** It is hereby agreed that in the event the Lessee herein retains possession of the Leased Premises after the Expiration Date, or any earlier termination of this Agreement, the tenancy will be from month-to-month in the absence of any written agreement to the contrary. All terms of this Agreement will remain the same, except that the Base Rent amount shall be increased to 125% of the previous Base Rent amount.

32. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

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

34. **Hazardous Materials.** Lessee will not use or introduce any Hazardous Materials (as hereinafter defined) on, at or to the Leased Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

In the event Lessee uses or stores any Hazardous Materials on the Leased Premises, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Lessee shall not cause the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Lessee cause, as a result of any intentional or unintentional act or omission on the part of Lessee, the release of Hazardous Materials onto the Leased Premises.

With respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Lessee, its employees or agents on the Leased Premises, Lessee shall:

- (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to

clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Lessor, its employees and agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

For purposes of this Agreement, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation. Lessee hereby agrees to defend (using counsel chosen by Lessor), indemnify and hold Lessor harmless from all costs (including attorneys' fees), liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Lessee's failure to comply with terms and provisions of this Section.

35. **Asbestos.** Lessee, at Lessee's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.) (collectively, the "Asbestos Laws") with respect to the Leased Premises, including, but not limited to, performing all of Lessor's obligations. All obligations of Lessee under this Section must be performed by accredited contractors approved by Lessor, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Lessor is a third party beneficiary of such contract. Lessee hereby agrees to indemnify, defend (using counsel satisfactory to Lessor) and hold Lessor harmless from all costs (including attorneys' fees), liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Lessee's failure to comply with the Asbestos Laws.

36. **Transfer of Leased Premises by Lessor.** Lessor reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises without Lessee's consent. In the event of any such sale, assignment or transfer, Lessor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee

covenants and agrees to recognize such transferee as the “Lessor” under this Agreement. Any such sale, assignment or transfer of the Leased Premises by Lessor shall be subject to terms of this Agreement and Lessee’s rights hereunder, including the Purchase Option (as defined in Exhibit C attached to this Agreement).

37. **Subordination.** This Agreement and the rights of the Lessee hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee. In addition, Lessee agrees that, upon the request of Lessor or any mortgagee of Lessor, Lessee shall execute an estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessor.

38. **Recording.** Neither party shall record this Agreement or a copy thereof without the written consent of the other; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Agreement for the purposes of recordation. Said memorandum of this Agreement shall describe the parties, the Leased Premises, the term of this Agreement and any special provisions, except Rent payable hereunder, and shall incorporate this Agreement by reference.

39. **Signs.** No sign may be erected on the Leased Premises without the prior written consent of Lessor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable City of Detroit ordinances and must be approved by Lessor. Lessee hereby acknowledges and agrees to maintain, at Lessee's sole cost and expense, any sign erected by Lessee pursuant to this Section in good repair and working order at all times. In addition, Lessee hereby agrees to indemnify, defend and hold Lessor harmless (using counsel of Lessor's choice) from and against any cost, expense, claim or liability, including reasonable attorneys’ fees, arising from or related to any sign erected by Lessee on the Leased Premises or the maintenance thereof.

At the expiration or termination of this Agreement, the Lessee shall promptly remove all signs and shall restore the Leased Premises and/or surrounding land to their condition prior to installation of the signs. If the sign is not so removed within thirty (30) days after the termination or expiration of this Agreement, then the signs shall, at Lessor's option, be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee and without any obligation to account for such signs. All costs and expenses incurred by Lessor in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the signs shall be invoiced to Lessee and shall be immediately due from and payable by Lessee.

40. **Attorneys’ Fees.** If Lessor uses the services of an attorney in connection with (i) any breach or default by Lessee in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Agreement or evict Lessee, or (ii) any action brought by Lessee against Lessor, or (iii) any action brought against

Lessee in which Lessor is made a party, Lessee shall reimburse Lessor upon demand for any and all attorneys' fees and expenses so incurred by Lessor.

41. **Rules and Regulations.** Lessee shall faithfully observe and comply with the rules and regulations as issued by Lessor from time to time, if any, and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Lessor. Lessor shall not be responsible to Lessee for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

42. **Jury Waiver.** LESSOR AND LESSEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

43. **Severability; Authority.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in effect. Each of the parties executing this Agreement does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State, that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of such entity are authorized to do so.

44. **Exhibits.** Exhibit A attached hereto is incorporated herein by this reference.

[signatures appear on the following page]

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

**LESSOR:**

**THE WAYNE AND JOAN WEBBER  
FOUNDATION,** a Michigan nonprofit  
corporation

By: David C. Stone  
Printed Name: DAVID C. STONE  
Its: DIRECTOR

**LESSEE:**

**UNIVERSITY YES ACADEMY,** a  
Michigan public school academy

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

**LESSOR:**

**THE WAYNE AND JOAN WEBBER  
FOUNDATION**, a Michigan nonprofit  
corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**LESSEE:**

**UNIVERSITY YES ACADEMY**, a  
Michigan public school academy

By: William P. Shield Jr.  
Printed Name: William P. Shield Jr.  
Its: Board President

## **EXHIBIT A**

### **DESCRIPTION OF REAL ESTATE**

Real property situated in the City of Detroit, Wayne County, Michigan, described as follows:

#### **As Assessed Description**

That part of the Southwest 1/4 of Section 7, Town 1 South, Range 11 East, described as follows: Beginning at a point in the South line of Curtis Avenue, 86 feet wide, being also in the West line of Marlowe Avenue, 30 feet wide; thence South 01 degree 32 minutes 30 seconds East 557.29 feet along said West line; thence South 85 degrees 18 minutes 40 seconds West 294.78 feet along the North line of Thatcher Avenue, 30 feet wide; thence North 01 degree 34 minutes West 567.76 feet along the East line of Lauder Avenue, 60 feet wide; thence North 87 degrees 20 minutes 50 seconds East 294.64 feet to the point of beginning.

Commonly known as 14669 Curtis Avenue, 14717 Curtis Avenue, Detroit, Michigan

Parcel Identification No.: Ward 22 Item 014709.002L

#### **Surveyed Legal Description**

A parcel of land located in the Southwest 1/4 of Section 7, Town 1 South, Range 11 East, City of Detroit, Wayne County, Michigan, is more particularly described as:

Commencing at the center of said Section 7; thence South 00 degree 57 minutes 56 seconds East 43.45 feet along the North/South quarter line of said Section 7, said quarter line also being the center line of Hubbell Avenue (ROW varies), to a point, said point being the intersection of the said quarter line and the South right-of-way line (extended) of Curtis Avenue (86 feet wide); thence South 87 degrees 19 minutes 46 seconds West 43.02 feet along the South right-of-way line (extended) of said Curtis Avenue to the Northeast corner of Lot 26 of "B.J. Etkin Subdivision", recorded in Liber 72, Page 35, Wayne County Records, said point also being the intersection of the South right-of-way line of said Curtis Avenue and the West right-of-way line of said Hubbell Avenue; thence continuing along the South right-of-way line of said Curtis Avenue South 87 degrees 19 minutes 46 seconds West 262.66 feet, also being the North lines of said Lot 26 and Lot 1 of said "B.J. Etkin Subdivision", to the Northwest corner of said Lot 1, said point also being the intersection of the South right-of-way line of said Curtis Avenue and the East right-of-way line of Marlowe Avenue (60 feet wide); thence continuing South 87 degrees 19 minutes 46 seconds West 60.01 feet along the South right-of-way line (extended) of said Curtis Avenue to the point of beginning, said point being the intersection of the South right-of-way line of said Curtis Avenue and the West right-of-way line of said Marlowe Avenue; thence South 01 degree 32 minutes 30 seconds East 557.34 feet along the West right-of-way line of said Marlowe Avenue to the intersection of the said West right-of-way line and the North right-of-way line of Thatcher Avenue (43 feet wide); thence South 85 degrees 17 minutes 48 seconds West 291.01 feet along the North right-of-way line of said Thatcher Avenue to the intersection of the said North right-of-way line and the East right-of-way line of Lauder Avenue

(60 feet wide); thence North 01 degree 55 minutes 18 seconds West 567.60 feet along the East right-of-way line of said Lauder Avenue to the intersection of the said East right-of-way line and the South right of way line of said Curtis Avenue; thence North 87 degrees 19 minutes 46 seconds East 294.39 feet along the South right-of-way line of said Curtis Avenue to the point of beginning. As surveyed by Nowak & Fraus Engineers Job No. F891 dated December 7, 2009.

DETROIT 99999-100 1463728v3

## **FIRST AMENDMENT TO LEASE AGREEMENT**

This FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”) is made effective as of July 1, 2022 (the “Effective Date”) between THE WAYNE AND JOAN WEBBER FOUNDATION, a Michigan nonprofit corporation, with offices at 44710 Morley Drive, Clinton Township, Michigan 48036 (“Lessor”), and UNIVERSITY YES ACADEMY, a Michigan public school academy, with offices at 14669 Curtis Street, Detroit, Michigan 48235 (“Lessee”), on the following terms and conditions.

### **RECITALS:**

A. Landlord and Tenant are parties to that certain Lease Agreement dated effective July 1, 2018 (the “Lease”). All initially capitalized terms in this Amendment not otherwise defined shall have the meaning ascribed to such term in the Lease.

B. Landlord and Tenant desire to amend the Lease as provided herein.

### **AGREEMENT:**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the facts set forth in the Recitals above and the mutual promises contained herein, Landlord and Tenant agree as follows:

**1. Term.** Section 3 of the Lease is hereby amended by replacing “June 30, 2022” in the first sentence with “June 30, 2026”, and by amending and restating the second sentence in its entirety to read as follows:

“Lessee is a party to a Charter School Contract issued by the Bay Mills Community College Board of Regents (“BMCC”) dated June 1, 2010, as amended on July 1, 2022 (the “Charter Contract”), a copy of which has been received by Lessor, for the operation of a school in the Leased Premises.”

**2. Use and Condition.** Section 4 of the Lease is hereby amended by adding the following paragraph to the end of the Section:

“Lessee agrees that no party other than Lessee shall have an ongoing right to occupy the Leased Premises without providing written notice to BMCC’s Charter Schools Office (“CSO”) Director 30-days prior to such occupancy. If another school will occupy the Leased Premises, in addition to meeting any other conditions of this Agreement, Lessee must provide to the CSO a written analysis regarding any potential implications of such occupancy, including potential security, school safety, and church-state issues.”

**3. Insurance.** Section 13 of the Lease is hereby amended by adding the following sentence to the end of the fourth paragraph of the Section:

“The Lessor’s insurance is separate from and in addition to the insurance Lessee is required to obtain under the Charter Contract.”

**4. Alterations.** Section 15 of the Lease is hereby amended by adding the following paragraph to the end of the Section.

“Lessor will not procure equipment, materials and supplies at the request of or on behalf of Lessee.”

**5. Non-Waiver; Modifications.** Section 26 of the Lease is hereby amended by removing the last sentence, which read: “The CSO shall act in a commercially reasonable and timely manner with respect to its review of any amendment to this Agreement.”

**6. Attorneys’ Fees.** Section 40 of the Lease is hereby deleted and restated in its entirety to read as follows:

“**40. Attorneys’ Fees.** If Lessor uses the services of an attorney in connection with (i) any breach or default by Lessee in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Agreement or evict Lessee, or (ii) any action brought by Lessee against Lessor, or (iii) any action brought against Lessee in which Lessor is made a party, Lessee shall reimburse Lessor upon demand for any and all attorneys’ fees and expenses so incurred by Lessor; provided, however, that (a) if any action is brought against Lessee by Lessor in connection with clause (i) above, and for all actions under clause (ii) above, including an action to challenge any actions of Lessor in connection with clause (i), Lessee shall have no responsibility to reimburse Lessor for attorneys’ fees and expenses under this Section unless Lessor is the prevailing party in such action.”

**7.** A new Section 45 is added to the Lease to read in its entirety as follows:

“**45. Effect of Agreement on Academy Board.** No provision of this Agreement is intended to interfere with Lessee’s exercise of its statutory, contractual, and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement is intended to prohibit Lessee from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act. This Agreement is not intended to restrict Lessee from waiving its governmental immunity or require Lessee to assert, waive, or not waive its governmental immunity.”

**8.** A new Section 46 is added to the Lease to read in its entirety as follows:

“**46. Lease and Physical Plant Records.** All records of the Lessor related to Lessee or the Leased Premises shall be made available to Lessee’s independent auditor and the CSO at no expense to Lessor and upon reasonable written request by Lessee or the CSO.”

**9. Counterparts, Photocopies, Facsimile Copies and Email Copies.** This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and document. Photocopies of this document as well as facsimile copies and email copies including facsimile and email signatures (provided that the email signature is accompanied by a message that the signature is intended to constitute an electronic signature) can be relied upon as though they were originals.

**10. Continuing Effect.** Except as provided in this Amendment, all other terms and conditions contained in the Lease shall remain in full force and effect. From and after the Effective Date, all references in the Lease or any documents referred to in the Lease shall mean the Lease as amended by this Amendment

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease Agreement as of the day and year first above written.

**LESSOR:**

**THE WAYNE AND JOAN WEBBER  
FOUNDATION**, a Michigan nonprofit  
corporation

By: Demetrios Papageorgiou  
Printed Name: Demetrios Papageorgiou  
Its: Authorized Representative

**LESSEE:**

**UNIVERSITY YES ACADEMY**, a  
Michigan public school academy

By: William P. Shield Jr.  
Printed Name: William P. Shield Jr.  
Its: Board President

**CONTRACT SCHEDULE 7**

**REQUIRED INFORMATION FOR**  
**PUBLIC SCHOOL ACADEMY**

## **SCHEDULE 7**

### **REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY**

Required Information for Public School Academy. This Schedule contains information required by Part 6A of the Revised School Code (“Code”). The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goals. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

**SECTION A**  
**GOVERNANCE STRUCTURE**

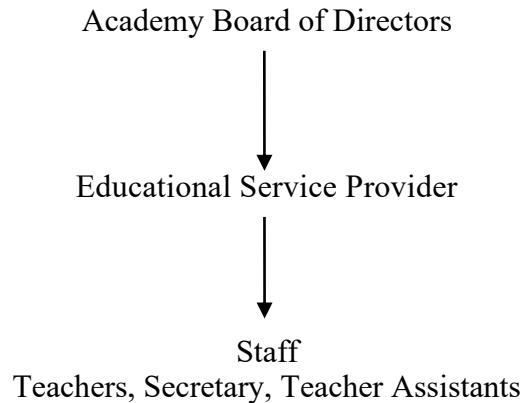
## Schedule 7a

### Governance Structure

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

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The College Board establishes the initial number of board members to be five (5). The Academy Board shall have at least five, but no more than 9 members, as determined by the College Board. The College Board shall select the members of the Academy Board according to the terms and conditions set forth by the College Board. The names of the initial Academy Board members and their terms of office are contained in the Resolution. The selection of subsequent Academy Board members will be administered according to the Bylaws.

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



The University YES Academy Board of Directors currently consists of four (4) members, with one vacancy. The Bay Mills Community College Board of Trustees appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

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

<b>Name</b>	<b>Term Expiration</b>
William Shield	6/30/2023
Christopher Leslie	6/30/2024
James Hunter	6/30/2025
Dr. Kim Logan-Nowlin	6/30/2024

**SECTION B**

**EDUCATIONAL GOALS**

Pursuant to Applicable Law and Terms and Conditions Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this Schedule 7b. Upon request, the Academy shall provide the Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the College Board expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

### **Educational Goal to be Achieved:**

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

*To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, CSO will annually assess the Academy's performance using the following measures:*

### **Measure 1: Student Achievement**

*The academic achievement of all students grades 2-8 will be assessed using the following metrics and achievement targets.*

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-8 NWEA	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified in this schedule.
Grade 3-8 State Accountability Test (M-STEP and PSAT at Contract start date)	Percentage of students proficient on State Accountability Test	Students enrolled for three* or more years will on average achieve scores equal to or greater than proficiency score identified by the State.

\*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

### **Measure 2: Student Growth**

*The academic growth of all students in grades 2 through 8 at the Academy will be assessed using the following metrics and growth targets:*

Grades	Metrics	Growth Targets
Grades 2-8	Growth made by students from fall-to-spring in reading and math as measured by	Students will on average achieve fall-to-spring academic growth targets for

(NWEA Test must be administered in fall and in spring)	growth targets set for each student on the Measure of Academic Progress by NWEA	reading and math as set for each student on the Measure of Academic Progress by NWEA.
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\*The measure of student growth is the most important, but not the only factor the College Board considers when determining whether the Academy is “demonstrating measurable progress” toward the contractual goal of preparing students academically for success in college, work, and life. Some of the other factors considered are: the Academy’s comparative position within state accountability reports, required state test proficiency rates compared to surrounding district’s state test proficiency rates, the trend in the number of students reaching growth targets and achievement targets over the Contract term.

### **NWEA Achievement Targets**

<b>Grade</b>	<b>NWEA Reading End-of-Year Target</b>	<b>NWEA Math End-of-Year Target</b>
K	157.7	159.1
1	176.9	179.0
2	189.6	191.3
3	199.2	203.1
4	206.7	212.5
5	212.3	221.0
6	216.4	225.6
7	219.7	230.5
8	222.4	234.5

**SECTION C**

**EDUCATIONAL PROGRAMS**

# University YES Academy

## ReAuthorization 2022

### Schedule 7c - Description of Educational Program

The NPFE Educational program is research, scientifically and evidence-based, powered by EER, and serves Pre-K-8th grade students. The classrooms are self-contained in PreK-5, with block scheduling in 6-8. This model provides a nurturing stimulating environment based on the five pillars of the instructional model (see below). Reading, writing, social studies, mathematics, science, and the arts are presented through various initiatives inclusive of whole-group, partnerships, team, independent activities using cooperative learning strategies. Every classroom provides numerous opportunities to develop core knowledge aligned to Common Core, Core Actions, and NextGen standards.

NPFE's Instructional Model:



Educational Program Key Initiatives to Foster Student Achievement:

1. Strong Literacy and Math Blocks to increase time on task for literacy and math
2. Increased student engagement through high-quality questioning via DOK research
3. Utilizing check for understanding strategies to increase student discussions
4. Scaffold evidenced-based questions (responses) that translate into discussion and integration across reading, writing, discussion in all content areas
5. Use rubrics to increase inquiry, discussion, and writing
6. Techniques needed to Teach strategies with a focus on solid culture and SEL
7. Tiered training- leaders, support team, teachers, and non-instructional teams
8. Building Teacher Capacity through coaching using evidence-based strategies and guides
9. Effective Curriculum Alignment and Pacing with professional learning communities
10. DATA-DRIVEN culture with an intentional focus on an analysis of high stakes tests and student work with planning and re-teaching

The educational program supports all students, including students with disabilities, special needs, or at-risk, through differentiated instruction with intervention, part of our

school-wide Instructional Model. The Academy uses an interdisciplinary approach which makes learning more coherent and enjoyable. Teachers expect students to solve genuine problems that require students to draw on several disciplines to arrive at the answers. Moreover, teachers utilize many techniques and strategies to make education come alive. Students learn by addressing challenging, real-world problems. Students read, write, investigate, experiment, analyze, and present ideas through visual arts and a variety of media. Extra support is provided for all students through intervention, school partnerships, and our Solutions Network process to capture our entire school community.

**SECTION D**  
**CURRICULUM**

# University YES Academy

## ReAuthorization 2022

### **Schedule 7d - Curriculum**

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.

#### **PreK Curriculum**

The Pre-K Creative Curriculum is centered on play, social interaction, and personal growth. Young children learn through hands-on experiences and participation; therefore, we provide opportunities for children to select, explore, and practice various skills through a variety of materials and prepared activities centered on a study (for example, buildings study, recycling study, exercise study). Children use play to make sense of the world. They learn when they are actively involved and interested. Through play, your child will develop problem solving, social and communication skills, literacy and numeracy. Students will daily engage in large and small motor activities, social/emotional development, academics, thinking skills, language, creative arts, health, nutrition and safety. The program will be adapted to meet each child's individual physical, emotional and academic needs. Children will be supported in making choices that will guide their learning. Children will develop an ability to interact effectively with people of different cultures and socio-economic backgrounds.

Cultural competence comprises four components: (a) Awareness of one's own cultural worldview, (b) Attitude towards cultural differences, (c) Knowledge of different cultural practices and worldviews, and (d) Cross-cultural skills. Developing cultural competence results in an ability to understand, communicate with, and effectively interact with people across cultures.

New Paradigm for Education early childhood programs embraces the belief that “for optimal development and learning of all children, educators must accept the legitimacy of children's home language, respect and hold in high regard the home culture and promote and encourage the active involvement and support of all families, including extended and nontraditional family units (NAEYC).

Cultural competence is about our will and actions to build understanding between people to be respectful and open to different cultural perspectives, strengthen cultural security and work toward equality in opportunity. Cultural competency translates into a commitment to engage in an ongoing process of learning and developing multiple and various solutions that yield effective practices.

The classroom environments are carefully designed to be inviting, interesting and organized. The classroom is also flexible so that it can accommodate children's interests, experiences and needs. The daily schedule provides a balance of quiet/active, individual/group, and child-selected/teacher-directed activities. Each day provides opportunities for cognitive, physical, social/emotional, language and self-help development. We therefore employ skilled

and effective teachers, we offer a 6-1 or 8-1, child-teacher ratio with a maximum of 18 students per classroom.

## **K-8th Curriculum**

### **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.

### **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.

### **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.

### **READING - 1<sup>st</sup> Grade: Roots (Success For All)**

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

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

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

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

*Reading Roots lessons feature the following parts:*

### **FAST TRACK 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.

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

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

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

Targeted Treasure Hunts, a key component of the Reading Wings program, provides instruction focused on targeted reading skills and strategies. All the instruction accompanying each five- or six-day lesson cycle centers around a narrative or expository trade book or basal selection,

allowing for background building, specific and technical vocabulary development, utilization of targeted skills, team discussion, relevant writing activities and assessment. Reading Wings also supports reading comprehension through the Savvy Reader. This provides intensive, engaging introductions to each of the four core comprehension strategies – clarifying, questioning, predicting, and summarizing. Additional Savvy Reader lessons provide comprehension strategy instruction throughout the year, reinforced through Targeted Treasure Hunts.

*Reading Wings lessons feature the following parts:*

### **TARGETED TREASURE HUNTS**

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

### **TARGETED-SKILL INSTRUCTION**

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

### **THE SAVVY READER**

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

### **TIGRRS**

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

### **FLUENCY IN FIVE**

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

### **WORD POWER**

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

### **BOOK CLUB**

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

## ADVENTURES IN WRITING

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

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

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

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

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

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

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

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

- Scaffolding Hints—helping teachers support Response to Intervention (RTI).
- Embedded Video—demonstrating classroom practices.
- Consistent Lesson Structure—allowing teachers to focus energy on engaging students in the mathematical story.

- Convenient Interactivity—progressions-based search functionality to permit navigation between standards and related lessons, linking all lessons in a particular standards strand or mathematical progression, and learning trajectory. This functionality also helps teachers identify and remediate gaps in prerequisite knowledge, implement RTI tiers, and provide support for students at a variety of levels.

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

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

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

### **What *Eureka Math* is and is not**

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

### **“Aligned” is not enough**

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

### **Better design yields better results**

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

### **MATHEMATICS: 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.

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

The need for strong preparation in social studies is as apparent today as it has been in the past. In their Framework for 21st Century Learning (2011), the Partnership for 21st Century Skills identified government and civics, economics, geography, and history among the nine core subjects. Moreover, civic literacy, global awareness, and financial, economic, business, and entrepreneurial literacy are identified among the 21st century interdisciplinary themes. Finally, several of the key life and career skills listed fall firmly if not exclusively in the social studies: students must be able to work independently, be self-directed learners, interact effectively with others, and work effectively in diverse teams. The push for college and career readiness, so evident in the Common Core State Standards, is important, but as the Framework for 21st Century Learning makes clear, equally important is the need to help students ready themselves for their roles as citizens.

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

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

**FINE/PERFORMING ARTS and PHYSICAL EDUCATION/HEALTH:** 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 the senses, draws on a range of skills, and reveals a multitude of talents.

Physical education and health offer 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 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 Health Smart and Glencoe Teen health curriculum is designed to support what students should know and do to achieve a health literacy. Students will build functional knowledge and skills from year to year that are developmentally appropriate. During 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.

### **Visual Arts**

The course curriculum begins with average complexity and allows growth with creativity and proficiency. The students will be taught fundamentals in drawing and will be able to elaborate on it given their desire and persistence. The course work will include optical illusion drawings, tessellations, pop art paintings, ceramics, grid drawings/paintings as well as the introduction of watercolor.

Students will utilize the class structure to develop technique and improve skills in desired areas. In addition to honing previously learned skills, students will also be introduced to a number of advanced techniques, independently and as a group. The course also encourages students to experiment, affording students the opportunity to work in mediums not learned in previous classes.

### **Band/Strings**

Students in this course continue to develop their skills in performing music on an approved band instrument in both a marching band and a concert band setting. Marching band begins immediately after school lets out in June with sectionals, marching camp, and full band rehearsals to prepare for marching performances as well as concerts. Band provides students with the opportunity to explore a wide repertoire of popular music ranging from swing and other forms of jazz to rock n' roll and contemporary hits.

### **Chorus**

The school chorus is a performing ensemble designed to teach and develop vocal music skills. Through the implementation of sight-singing & vocal technique training, members will demonstrate expected levels of vocal abilities in an accepted and professional manner, whether performing individually, in small groups or in the full ensemble. Chorus members are given an opportunity to advance according to their skill levels and interests through extra-curricular activities on a district, region, and state level. The chorus performs in the winter and spring chorus concerts as well as other community functions. Participation in these concerts is expected and absence from a performance may affect the student's grade in the course.

### **Spanish**

Spanish provides the foundation for the four essential skills: listening, speaking, reading, and writing. The students learn everyday situations through unit themes, such as greeting others, inviting friends, expressing emotions and opinions, and seeking information about personal details, school, food, and family. In addition, ample written exercises and a variety of activities reinforce vocabulary usage and grammatical structures. Listening skills are developed using teacher and peer conversations as well adding enrichment with cultural insights and perspectives.

**SECTION E**

**METHODS OF PUPIL ASSESSMENT**

# University YES Academy

## ReAuthorization 2022

### **Schedule 7e - Methods of Pupil Assessment**

#### **PreK Pupil Assessment**

Teaching Strategies Gold is an authentic ongoing observation-based assessment that helps teachers and administrators focus on what matters most for children's success. Grounded in 38 research-based objectives for development and learning, this ongoing child assessment creates a developmental profile of each child that answers the questions, "What does the child know? What is he or she able to do?" that can be used to scaffold each child's learning and generate comprehensive reports that can be customized easily and shared with family members and stakeholders.

#### **K-8 Pupil Assessment**

##### **Michigan Student Test of Educational Progress ("M-STEP")**

The M-STEP is a 21<sup>st</sup> Century test given primarily online each spring and is designed to gauge how well students are mastering state standards. These standards, developed *for* educators *by* educators, broadly outline what students should know and be able to do in order to be prepared to enter the workplace, career education training and college. M-STEP results, when combined with classroom work, report cards, local district assessments and other tools, offer a comprehensive view of student progress and achievement.

- To gauge how well students are mastering state/national standards.

##### **PSAT/SAT - PSAT8**

The PSAT/SAT is a multiple-choice, pencil-and-paper test created and administered by the College Board. The purpose of the PSAT/SAT is to measure a high school student's readiness for college, and provide colleges with one common data point that can be used to compare all applicants. These assessments are not intended to draw on specific knowledge of course content, rather, they provide an equal opportunity for students from any school to demonstrate their abilities.

##### **NWEA - Northwest Evaluation Association™ MAP**

Computer adaptive assessment used to gain baseline, interim and end of year data points. Data is utilized to measure student growth as well as grouping students for instructional reading classes.

- To measure growth within the school year (by student, grade level, school)
- Regrouping for Reading

### **Achievement Network - ANET**

Provides high quality rigorous assessments that have been aligned to Common Core State Standards (“CCSS”). These assessments provide actionable data that is utilized to drive quality instruction and increase student learning. ANET provided common summative assessments serve as quarterly benchmarks for learning. Data is comparable across the network, locally and nationally. In addition, formative assessments are used on a regular basis in the classroom to measure student mastery.

- Quarterly Benchmark Assessments
- Determine students level of mastery on specific standards
- Identify student, class and grade level strengths and weakness
- Develop Action Plans
- Utilize Data to Drive Instruction

### **SchoolCity**

An Item bank aligned to the CCSS is utilized to assist in creating summative and formative assessments. These assessments provide actionable data utilized to drive instruction and increase student learning.

- Quarterly Benchmark Assessments
- Determine students level of mastery on specific standards
- Identify student, class and grade level strengths and weakness
- Develop Action Plans and Utilize Data to Drive Instruction

### **Classroom/Curricular Assessments - Unit Tests, Quizzes, Exit Tickets**

Designed to help test your knowledge of unit concepts and information. Quizzes provide instant feedback that helps you determine what students know and what instructional practices are effective.

- Regular classroom data
- Used to make instructional decisions
- Reteach lessons
- Embed strategies in upcoming lessons
- Aligned to pacing and desired student outcomes.

## Methods of Accountability

System	Rational	Grade Levels Content	Purpose	Assessment Type/Dates
SchoolCity	An Item Bank, aligned to the CCSS is utilized to assist in creating Assessments. These assessments provide actionable data utilized to drive instruction and increase student learning.	Grades K-8: All subjects	Identify student, class and grade level strengths and weakness  Develop Action Plans  Utilize Data to Drive Instruction	Summative: Criterion Referenced  Ongoing
System	Rational	Grade Levels Content	Purpose	Assessment Type/Dates

Achievement Network (ANet)	Provides high quality rigorous assessments that have been aligned to Common Core Standards. These assessments provide actionable data that is utilized to drive quality instruction and increase student learning.	Grades 2 – 8: Math and ELA	<p>Quarterly Benchmark Assessments</p> <p>Determine students level of mastery on specific standards</p> <p>Identify student, class and grade level strengths and weakness</p> <p>Develop Action Plans</p> <p>Utilize Data to Drive Instruction</p>	<p>Summative: Criterion Referenced</p> <p>Quarterly: Nov, Feb, April, and June</p>
System	Rational	Grade Levels Content	Purpose	Assessment Type
NWEA MAP	Computer adaptive assessment used to gain baseline, interim and end of year data points. Data is utilized to measure student growth as well as grouping students for instructional reading classes.	Grades K – 8: Math and Reading	<p>Reading grouping</p> <p>Growth within the school year</p>	<p>Norm Referenced</p> <p>Fall, Winter, and Spring</p>
System	Rational	Grade Levels Content	Purpose	Assessment Type

MSTEP State Standardized Assessment	<p>The M-STEP is a 21<sup>st</sup> Century test given primarily online each spring and is designed to gauge how well students are mastering state standards. These standards, developed <i>for</i> educators <i>by</i> educators, broadly outline what students should know and be able to do in order to be prepared to enter the workplace, career education training, and college.</p> <p>M-STEP results, when combined with classroom work, report cards, local district assessments and other tools, offer a comprehensive view of student progress and achievement.</p>	<p>Grades 3 – 7: ELA and Math</p> <p>Grades 5, 8: Social Studies and Science</p>	To gauge how well students are mastering state/national standards.	Summative: Criterion Referenced
System	Rational	Grade Levels Content	Purpose	Assessment Type
PSAT/SAT	The purpose of the PSAT/SAT is to measure a high school student's readiness for college, and provide colleges with one common data point that can be used to compare all applicants.	<p>Grade 8</p> <p>PSAT8</p> <p>EBRW: Evidence-Based Reading and Writing</p> <p>Mathematics</p>	Measure a student's readiness for college.	Norm Reference

System	Rational	Content/Grade Levels	Purpose	Assessment Type
Curriculum, Unit Tests, Chapter Tests, Exit Tickets	Designed to help you test your knowledge of chapter material. Quizzes provide instant feedback that helps you determine what students know and what instructional practices are effective.	Grades K-8 All Subject Areas	Regular classroom data, used to make instructional decisions; reteach lessons, embed strategies in upcoming lessons, aligned to pacing and desired student outcomes.	

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## **SCHEDULE 7F**

### **APPLICATION AND ENROLLMENT REQUIREMENTS**

#### **Enrollment Limits**

The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 650 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

#### **Requirements**

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils or children of Academy Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

## **APPLICATION AND ENROLLMENT REQUIREMENTS**

### **Application Process**

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

### **Legal Notice**

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
  - A. The process and/or location(s) for requesting and submitting applications.
  - B. The beginning date and the ending date of the application period.
  - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

## **APPLICATION AND ENROLLMENT REQUIREMENTS**

### **Re-enrolling Students**

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a preference policy for siblings or children of employees and Academy Board members, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) or child(ren) of employees or Academy Board members seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
  - A. The number of students who have re-enrolled per grade or grouping level.
  - B. The number of siblings or children of employees and Academy Board members seeking admission for the upcoming academic year per grade.
  - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
  - D. The number of spaces remaining, per grade, after enrollment of current students, siblings, and children of employees and Academy Board members.

## **APPLICATION AND ENROLLMENT REQUIREMENTS**

### **Random Selection Drawing**

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

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

**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

## **SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

### **School Calendar**

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the College Board.

### **School Day Schedule**

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

**SECTION H**

**AGE OR GRADE RANGE OF PUPILS**

## **SECTION 7h: AGE OR GRADE RANGE OF PUPILS**

The Academy will enroll students in kindergarten through eighth grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the University Board.

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1 of a school year. If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.