

OAKLAND UNIVERSITY

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

ISSUED TO:

Detroit Edison Public School Academy
(A PUBLIC SCHOOL ACADEMY)

BY THE

OAKLAND UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

Original Contract Issued: July 1, 2022

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BOARD ACTION



BOARD ACTION

December 14, 2021

The Board of Trustees at its meeting of December 13, 2021, approved the following resolution:

WHEREAS, the University has received the Detroit Edison Public School Academy application requesting that the Board renew its charter and authorize the Academy to continue as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to continue to authorize the Academy as a public school academy; now, therefore, be it

RESOLVED, that the application submitted by Detroit Edison Public School Academy meets the requirements of the Board and of applicable law; and, be it further

RESOLVED, that the Board approves the Academy's application to renew its charter authorizing the Academy to continue as a public school academy; and, be it further

RESOLVED, that the University administration shall negotiate and finalize an Agreement with the Academy in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Michigan Revised School Code of 1976 as amended; and, be it further

RESOLVED, that the term of the Agreement with the Academy shall expire no later than June 30, 2027; and, be it further

RESOLVED, that the Agreement shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel; and, be it further

BOARD ACTION

December 14, 2021

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RESOLVED, that the Board of Trustees authorizes the President, the Executive Vice President for Academic Affairs and Provost, and their respective designees, to perform all acts and deeds and to execute and deliver all contracts, instruments and documents that are necessary, expedient and proper in connection with the Academy and the ongoing administration of Oakland University's oversight function.



Joshua D. Merchant, Ph.D.
Chief of Staff and
Secretary to the Board of Trustees

JDM/cmh

Attachment

**Agendum
Oakland University
Board of Trustees Formal Session
December 13, 2021**

RENEWAL OF CHARTER FOR DETROIT EDISON PUBLIC SCHOOL ACADEMY

A Recommendation

1. **Division and Department:** Academic Affairs - Public School Academies, School of Education and Human Services.

2. **Introduction:** In 2018, The Oakland University (“University”) Board of Trustees (“Board”) authorized the charter of Detroit Edison Public School Academy (“Academy”) as a public school academy under the Michigan Revised School Code, for a 4 year term expiring on June 30, 2022 (“Agreement”).

The Academy has submitted an application to the University to renew its charter, and the University’s Office of Public School Academies (“PSA Office”) supports the renewal. The PSA Office reviewed the application, and found it to be consistent with the Michigan Department of Education (“MDE”) requirements and the University’s educational mission. During the 4 year term of the Agreement, the Academy, has established a strong academic program and maintained strong leadership and governance. The PSA Office recommends and seeks the Board’s approval to renew the Academy’s charter for a term of 5 years, through June 30, 2027.

If approved by the Board a new charter agreement will be prepared for the Academy that incorporates standardized MDE requirements. That agreement will be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and will be in compliance with the law and University policies and regulations and conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel. The University will be able to terminate that agreement upon any breach, the Academy’s failure to fulfill any of the statutory requirements applicable to public school academies, or without cause at the discretion of the University at the end of the Academy’s current academic school year.

3. **Previous Board Action:** On October 5, 1995, the Board approved Oakland University’s Policy on Public School Academies and Criteria for the Evaluation of Applications. On February 6, 1997, the Board approved the Academy’s application. On May 2, 2007, the Board approved the amendment of the Criteria for the Evaluation of Applications. On August 6, 2012, the Board approved a second amendment of the Criteria for the Evaluation of Applications.

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4. **Budget Implications:** Oakland University receives three percent (3%) of the state school funding received by the Academy as an administrative fee for performing oversight.

5. **Educational Implications:** The philosophy of Detroit Edison Public School Academy is aligned with that of Oakland University's School of Education and Human Services ("School") and will be able to strengthen the mission of the School. Furthermore, the Academy will educate a well rounded and high achieving student body which in turn may become future Oakland University students.

6. **Personnel Implications:** There are no personnel implications associated with this resolution.

7. **University Reviews/Approvals:** The Academy's request for renewal of its charter was reviewed and recommended by the PSA Office. The recommendation was approved by the Dean of the School of Education and Human Services and the Executive Vice President for Academic Affairs and Provost.

8. **Recommendation:**

WHEREAS, the University has received the Detroit Edison Public School Academy application requesting that the Board renew its charter and authorize the Academy to continue as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to continue to authorize the Academy as a public school academy; now, therefore, be it

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RESOLVED, that the Agreement shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel; and, be it further

RESOLVED, that the Board of Trustees authorizes the President, the Executive Vice President for Academic Affairs and Provost, and their respective designees, to perform all acts and deeds and to execute and deliver all contracts, instruments and documents that are necessary, expedient and proper in connection with the Academy and the ongoing administration of Oakland University's oversight function.

9. **Attachments:** None.

Submitted to the President
on December 10, 2021 by



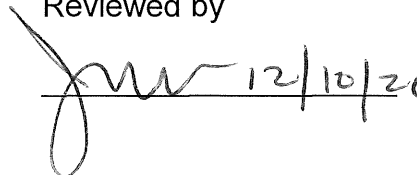
Britt Rios-Ellis, M.S., Ph.D.
Executive Vice President for
Academic Affairs and Provost

Recommended on 12/10, 2021
to the Board for Approval by



Ora Hirsch Pescovitz, M.D.
President

Reviewed by



**POLICY ON PUBLIC SCHOOL ACADEMIES
(CHARTER SCHOOLS)**

Approved by the Board of Trustees on October 5, 1995

Amended by the Board of Trustees on May 2, 2007

Amended by the Board of Trustees on August 6, 2012

The establishment of public school academies (charter schools), as authorized by recent state legislation, offers a means of improving the public elementary and secondary schools in the State of Michigan. Oakland University will assist in the establishment of public school academies in order to achieve those purposes set forth in the legislation, as follows:

To improve pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment.

To stimulate innovative teaching methods.

To create new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level.

To achieve school accountability for pupil educational outcomes by placing full responsibility for performance at the school site level.

To provide parents and pupils with greater choices among public schools, both within and outside their existing school districts.

To determine whether state funds can be more effectively, efficiently, and equitably utilized by allocating funds on a per pupil basis directly to the school rather than through school district administration.

To achieve these purposes, Oakland University will authorize those public school academies which best meet the following guidelines:

- a. Further a mission and goals consistent with the mission and goals of Oakland University, as identified in Oakland University's Strategic Plan.
- b. Fill an identified and substantiated educational need or provide an opportunity for new learning experiences at a facility located in Wayne, Oakland, or Macomb County.
- c. Meet the identified and substantiated needs of its students through the use of an innovative instructional plan.

- d. Meet the needs of a culturally, economically and ethnically diverse student body and provide a diverse faculty and administrative staff.
- e. Utilize the best educational practices, as defined by the University, and attempt to develop even more effective educational programs and practices.
- f. Establish and implement a process for continuous self-evaluation and assessment, and a process for reporting the self-evaluation and assessment results to Oakland University.
- g. Establish linkages to Oakland University through allied research, educational and/or development partnerships with Oakland University faculty; and provide clinical experiences, internships and field experiences for Oakland University students.
- h. Demonstrate relationships with the business community and other community organizations.
- i. Present a fiscally sound and compelling business plan.
- j. Comply with applicable state and federal law.

Oakland University will select public school academies on a competitive basis from applicants which best demonstrate that they meet the purposes of the public school academies legislation, the guidelines set forth in this policy, and the Criteria for the Evaluation of Applications.

[Editor's note: The Criteria for the Evaluation of Applications, which was approved by the Board of Trustees on October 5, 1995 and amended by the Board of Trustees on May 2, 2007 and August 6, 2012 is attached.]

**DELEGATION OF AUTHORITY CONCERNING
PUBLIC SCHOOL ACADEMIES**

Approved by the Board of Trustees on October 9, 1997

WHEREAS, the Board of Trustees of Oakland University wishes and intends to authorize and delegate to the President of Oakland University certain powers and authority as may be necessary and appropriate to carry out the policies of the Board of Trustees and to administer the business of Oakland University in accordance with such policies and directives as may be promulgated from time to time by the Board of Trustees; and

WHEREAS, the Board of Trustees wishes and intends by this resolution to delegate to the President of Oakland University full power and authority to carry out certain administrative functions of the university while retaining unto itself all legislative and discretionary powers which are not subject to delegation under law; now therefore be it

RESOLVED, that upon the recommendation of the university's Public School Academy Advisory Review Committee, the President or his designee is hereby authorized and directed to amend the contracts between the Board and the Public School Academies and take any other such action as may be necessary and appropriate to carry out the business of Oakland University as authorizing body of the public school academies consistent with the Board policy on Public School Academies and the Criteria for Evaluation of Applications, the educational goals as set forth in the public school academy applications, and the law; and be it further

RESOLVED, that any such amendment or other action of a material nature be reported to the University Affairs Advisory Committee at the first meeting following the amendment or action; and be it further

RESOLVED, that no amendment shall increase the liability or obligation of the university; and be it further

RESOLVED, that an annual report on the status of the public school academies shall be presented to the Board of Trustees at a regularly scheduled Board meeting.

CRITERIA FOR THE EVALUATION OF APPLICATIONS

Approved by the Board of Trustees on October 5, 1995

Amended by the Board of Trustees on May 2, 2007

Amended by the Board of Trustees on August 6, 2012

The Office of Public School Academies and Urban Partnerships (“PSA Office”) shall use criteria that incorporate requirements set forth in the Revised School Code for public school academies, MCLA 380.501 et seq (“School Code”) and as the School Code requirements may be amended from time to time, in the evaluation of applications for charter. At the conclusion of the evaluation process, the PSA Office shall make a recommendation through the Provost and President to the Board of Trustees to authorize or not to authorize the charter.

Section I: Demographic Characteristics

A. Identification of Applicant. The applicant for the proposed public school academy must be clearly identified and his/her affiliation indicated as an individual, a representative of a government entity or non-government entity, or other designation.

B. Name of proposed Public School Academy. The name of the proposed public school academy shall not duplicate that of another known public or private school.

C. Proposed date of opening. The proposed opening date of the public school academy shall be identified and shall be reasonably achievable.

D. School calendar and school day schedule. The proposed school calendar and school day schedule shall meet or exceed any state mandated minimum at the time of the application.

E. Grade level(s) or ages of students to be enrolled. The application shall identify the grade level(s) and/or ages of students to be enrolled. Additionally, plans, if any, for expanding the number of grades and/or ages of students to be enrolled in future years must be clearly stated.

F. Projected enrollment. The proposed number of students to be enrolled must be stated and the method of determining potential enrollment must be identified.

G. Student population. A description of the target student population must be included.

Section II: Purposes and Goals

A. Purposes of the Public School Academy

The purposes of the public school academy shall be congruent with the mission and goals of Oakland University, as reflected in the Oakland University Strategic Plan, and

shall reflect a strong philosophical and educational focus that holds considerable promise for high quality teaching and learning for those students it is designed to serve.

Indicators:

- (1) The educational underpinnings on which the proposed public school academy is to be founded are supported in part (but not necessarily in entirety) by research or documented practice elsewhere. Note: In an effort to foster innovation, non-traditional educational practices which are supported by a comprehensive and thorough rationale are encouraged.
- (2) The proposed public school academy will effectively address the needs of students.
- (3) The proposed public school academy utilizes sound practice (i.e., contemporary teaching methods, structures, etc.), and also incorporates innovative teaching strategies and/or instructional technology.
- (4) The proposed public school academy is incorporated pursuant to the School Code.
- (5) The proposed educational goals, programs and curricula are designed to fulfill at least one of the purposes articulated in the School Code ..

B. Educational goals.

The educational goals of the public school academy may include statements of educational inputs; however, the goals must also include outcomes or performance based standards to be achieved by students.

Indicators:

- (1) The proposed public school academy is committed to educating each student to his/her optimal level of learning.
- (2) The proposed public school academy plans to develop a nurturing, child centered sense of educational atmosphere that contributes to the development of each student's confidence, sense of self-worth, personal enjoyment, and zest for learning.
- (3) The proposed public school academy seeks to educate students to meet or exceed state and national standards of achievement.

(4) The proposed public school academy seeks to develop the critical thinking and problem solving skills of students.

Section III: Admission and Retention

A. Admission policy and criteria to be maintained.

A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a disabled person, or any other basis that would be illegal if used by a school district. A public school academy may, however, limit admission to pupils who are within a particular range of ages or grade levels or on any other basis that would be legal if used by a school district.

Indicators:

(1) The applicant must provide a description of its plans to recruit students and to advertise the school's availability. It must specifically describe its plans to advertise within the geographical area to be served. The plan to advertise and recruit will be evaluated on whether the plan is calculated to inform those persons who are likely to be interested in the public school academy. The applicant must describe the enrollment period which will be available for registration by interested families. The enrollment period must offer evening and/or weekend enrollment opportunities. The applicant must describe both its initial plans for recruitment and advertising as well as plans for these activities once the academy has been started and has an established student body.

(2) The applicant must describe the process it plans to use for the random selection of students in the event the number of students wishing to enroll exceeds the number of seats provided by the public school academy.

(3) The applicant must comply with the PSA Office Policy on Student Application and Enrollment and any subsequent changes to the policy or existing law as may occur.

B. Retention

The public school academy shall demonstrate a commitment to retain and to educate all students who enroll.

Indicators:

(1) The proposed public school academy demonstrates a commitment to the retention of all students enrolled.

(2) Procedures are established for intervention and special help or counseling for those students who do not perform up to their potential or who violate established codes of conduct.

(3) The applicant presents a code of student conduct and set of procedures for discipline and dismissal. (4) The applicant includes a plan for regular involvement of the student's parent(s) or guardian(s) or other person(s) legally responsible for the student, both at home and school, and provisions for monitoring this participation.

(5) The procedure for dismissal of students shall include the requirement that the student's parent(s), guardian(s) or other person(s) legally responsible for the student will be counseled and provided a recommendation for future placement of the student.

Section IV: Curriculum and Instructional Outcomes

A. Curricular and Instructional Design.

The curriculum shall be designed to meet the substantiated educational needs identified by the public school academy. The curriculum shall be coordinated in such a manner to allow for effective teaching and learning. Innovations that provide meaningful learning and incorporate the expertise and research of Oakland University faculty and students and the expressed goals and needs of the business community and the community at large are encouraged.

Indicators:

(1) Minimally, the public school academy curriculum must comply with Michigan's core curriculum, if any.

(2) The curricular plan may include a unique curricular element, a unique instructional delivery system, and/or a unique assessment process.

(3) The curriculum plan shall include a comprehensive program evaluation component.

B. Student Assessment.

Evaluation is an integral part of curriculum and instruction and should occur on a regular basis. Minimally, outcomes evaluation must be incorporated into the assessment plan. Alternative assessment strategies that highlight students' achievement of identified outcomes are strongly encouraged.

Indicators:

- (1) Student performance shall be assessed using the Michigan assessments designated under the School Code.
- (2) The Academy must administer bi-annually, at a minimal, a nationally recognized norm-referenced achievement test or program of testing approved by the University.
- (3) Assessment strategies must be appropriate to the educational goals of the public school academy.
- (4) The public school academy will use the assessment results to improve teaching and learning for students.

Section V: Physical Facility

The public school academy shall be operated at a site that is safe and appropriate for educational programming, and provides for the effective implementation of the curriculum.

A. Size.

The space and the configuration of the site shall be appropriate for effective implementation of the curriculum.

Indicators:

- (1) The facility includes adequate instructional space.
- (2) Instructional space is properly equipped with appropriate furnishings, teaching aids, and student learning materials.
- (3) The public school academy either has, or has access to, specialized space as needed (e.g., library with appropriate holdings, laboratory with adequate equipment and supplies, musical instruments and practice rooms, studios, performance space, technology center, vocational shops, gymnasium, athletic fields, food preparation and dining facilities, etc.).
- (4) The facility has an adequate heating and ventilation system, and, whenever possible, air conditioning.
- (5) The public school academy contains adequate office space and equipment for the professional staff.
- (6) The public school academy has made arrangements for custodial and maintenance services.

B. Location.

The academy shall be located in Wayne, Oakland, or Macomb County.

Indicators:

(1) The application includes an address and description of the facility.

(2) The application includes documentation demonstrating the applicant's legal right to occupy the facility on or before the proposed opening date for the public school academy, or the steps to be taken to obtain that legal right and demonstration of ability to take those steps.

C. Compliance with School Code and Other Applicable Laws.

The facility complies with the State School Code and laws relevant to health, safety, and accessibility standards.

Indicators:

(1) The facility and surrounding area is free from natural hazards and attractive nuisances.

(2) Design plans, blueprints or other documents demonstrate that the facility will be in compliance with the Persons with Disabilities Act Act and the Americans with Disabilities Act.

(3) Documentation demonstrates that the facility complies with the National Fire Protection and Life Safety Codes 101, sections 10 and 11.

(4) The public school academy has property-all risk insurance in an amount sufficient to cover the total value of the academy's real and personal property.

Section VI: Budget and Finance

Adequate financial resources are available to meet operating, capital and start-up costs of the public school academy. The proposed operating budget is consistent with the needs of the public school academy.

Indicators:

(1) A five-year financial projection for the public school academy includes consideration of all operating, capital and start-up costs and related funding sources. The applicant must identify financial resources on hand or committed resources from donors or other sources to fund costs of the public school academy not included in State aid.

(2) The proposed operating budgets include consideration for all elements of school operations.

(3) Adequate reserves are available to meet unplanned emergencies.

Section VII: Staffing and Governance Structure

A. Governance Structure

The governance structure is designed to provide for the orderly and effective operation of the public school academy, in compliance with all applicable state and federal laws.

Indicators:

(1) The public school academy utilizes a governance structure that through its board, in which considerable authority and responsibility is placed, engages in educational planning in collaboration with the school leader(s), staff, and community such that the primary focus is on academic achievement and accountability, in line with the mission and goals of the public school academy.

(2) Descriptions of administrative and staff responsibilities, qualifications and certification demonstrate attention to site-based cooperative governance.

B. Board of Directors

The Oakland University Board of Trustees (“University Board”) requires that a public school academy meet the following criteria with respect to the method of selection, length of term, and number of members of its board of directors (“Academy Board”):

(1) Method of Selection. Oakland University’s Director of Public School Academies and Urban Partnerships (“Director”) is authorized to develop and administer an Academy Board selection and appointment process in accord with the criteria below:

a. Initial Academy Board. The University Board shall appoint the initial Academy Board by formal resolution. The Director shall recommend nominees for the initial Academy Board based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check, and reference checks. Each nominee shall be available for interview by the University Board or its designee. The University Board may reject any or all initial Academy Board nominees.

b. Subsequent Academy Board Members. The Oakland University Vice President for Academic Affairs and Provost (“Provost”), upon recommendation from the Dean of the Oakland University School of Education and Human Services (“Dean”), shall appoint all subsequent Academy Board members. The

Director shall recommend nominees to the Dean based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check and reference checks. Each nominee shall be available for interview by the Provost or the Provost's designee. The Provost may reject any or all subsequent Academy Board nominees.

c. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. Nominees shall submit the Public School Academy Board Member Questionnaire for review by the Director. If the Director elects not to recommend any of the Academy Board's nominees for a vacant position on the Academy Board, the Director may nominate and recommend an Academy Board member of the Director's own choosing for the vacant position, or may request additional nominees from the Academy Board.

d. 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.

(2) Length of Term. The term of each member of the Academy's Board shall be for a period of three (3) years, except that of the members first appointed, approximately one-third shall be appointed for a term of three (3) years, approximately one-third shall be appointed for a term of two (2) years, and approximately one-third shall be appointed for a term of one (1) year. At its organizational meeting, the Academy Board shall designate a term for each of the initial board members appointed by the University Board. All subsequent appointments shall be for three (3) year staggered terms. The terms for each position shall begin on July 1st and end on June 30th of the pertinent year, except the terms of the initial positions which shall begin upon appointment and end on June 30th of the pertinent year.

(3) Number of Directors. The initial number of board member positions on the Academy Board shall be five (5). The number of board member positions shall never be fewer than five (5) or more than nine (9). If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the Provost, may deem that failure an exigent condition and appoint a replacement.

(4) Qualifications of Members. The Academy Board shall include only those individuals who are United States citizens and residents of the State of Michigan. To the extent possible, the Academy Board shall include (1) a parent or guardian of a child attending the school; (2) one professional educator, preferably a person with either elementary or secondary school administrative experience; and (3) one person representing the local community in which the Academy serves. Further to be qualified, members must submit all material requested by the PSA Office including but not limited to, an authorization to process a criminal background check of the nominee and submission annually of a conflict of interest disclosure as

prescribed by the PSA Office. The Academy Board shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) employees of the public school academy served by the Academy Board or independent contractors performing services for the public school academy; (3) any current or former director, officer, or employee of a management company that contracts with the public school academy served by the Academy Board; and (4) Oakland University officials or employees. A vacancy may be left on the initial board for a parent or guardian representative.

(5) Oath. All members of the Academy Board shall take and sign the constitutional oath of office, and shall cause a copy of such oath of office to be submitted to the Director. No appointment shall be effective prior to the taking and signing of the oath of office.

(6) Removal of Members. Any Academy Board member may be removed with or without cause by the Provost at any time, or with cause by a two-thirds (2/3) vote of the Academy Board.

With the approval of the Provost, the University's Director of the PSA Office may suspend an Academy's Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would impair the operations of the Academy.

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

(8) Resignation. Academy Board members may resign at any time by providing written notice to the Academy Board. 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 or the Provost, 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 described at B(1)(b).

(9) Board Vacancies. An Academy Board vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as required by applicable law. Any vacancy shall be filled as provided by the method of selection adopted by the University Board.

(10) Compensation. An Academy Board member shall serve as a volunteer. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses related directly to their duties as an Academy Board member.

(11) Other University Action. The University Board authorizes and directs the Provost to take any other actions associated with the governance of Academy Board members as may be necessary or appropriate to carry out the business of Oakland University as authorizing body of public school academies.

(12) Reservation of Rights. The foregoing notwithstanding, the University Board and its designee reserve the right at all times to review, rescind, remove, modify, ratify, or approve any Academy Board member.

(13) Compliance with Law. If at any time a change in applicable law makes illegal any of the requirements, obligations or actions set forth in or contemplated by the foregoing criteria, the affected parties shall comply with applicable law, as such law may be amended from time to time.

C. By-Laws.

A set of by-laws must exist, setting forth the procedures and policies for the effective governance of the public school academy.

D. Administrators.

Persons employed as a superintendent, principal, assistant principal or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the requirements mandated in School Code, as it may be amended from time to time.

E. Teachers.

Teachers shall be either state certified teachers with the appropriate qualifications to teach the level or subjects they are to be assigned to teach, or currently employed full-time Oakland University faculty members who have been granted institutional tenure, or have been designated as being on tenure track by the University. In general, the teaching staff shall be made up of teachers with varying degrees of experience.

Non-School Staff. Non-school staff including specifically Oakland University education students, may be employed or may volunteer to assist teachers in the instruction of children. In all cases, their activities within the classroom shall be directed and supervised by a certified teacher or Oakland University faculty member.

Section VIII: Contractual Relationship with Oakland University

The public school academy enters into a contract with the University on terms and conditions acceptable to the University and in compliance with the School Codes may be amended from time to time.

TERMS AND CONDITIONS

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2022

ISSUED BY

THE OAKLAND UNIVERSITY BOARD OF TRUSTEES

TO

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

CONFIRMING THE STATUS OF

DETROIT EDISON PUBLIC SCHOOL ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

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Exhibit A

Schedules

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 Oakland University Board of Trustees 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 Oakland University Board of Trustees 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 **Detroit Edison Public School 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 local, state and federal law applicable to public school academies, regulations promulgated thereunder, and any directives issued by applicable governmental agencies including, without limitation, the Governor, the Michigan Department of Education, the Superintendent of Public Instruction and the State Board of Education, that are applicable to public school academies and comport with enacted state and federal law; all as may be issued and amended from time-to-time.

- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.
- (e) “Authorizing Resolution” means the Resolution(s) adopted by the University Board on **December 13, 2021** approving the issuance of a Contract to the Academy.
- (f) “Public Schools Academy Office Executive Director” or “PSAO Executive Director” means the person designated by the University Board to administer the operations of the Public Schools Academy Office.
- (g) “Public Schools Academy Office” or “PSAO” means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The PSAO is also responsible for administering the University 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) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “Contract” means, in addition to the 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.
- (l) “Director” means a person who is a member of the Academy Board of Directors.
- (m) “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 PSAO Executive Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive Director, and is consistent with the PSAO’s Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (n) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the PSAO that apply to a Management Agreement. The

PSAO Executive 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.

- (o) “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 or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (p) “Lease Policies” means those policies adopted by the PSAO from time-to-time that apply to real property lease agreements entered into by the Academy. The PSAO Executive 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 adoption or amendment, new or revised 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.
- (q) “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 PSAO Executive Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive Director.
- (r) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Public Schools Academy Office setting forth a reporting timeline for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The PSAO Executive 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.
- (s) “President” means the President of Oakland University or his or her designee.

- (t) “Resolution” means the resolution adopted by the University Board on August 6, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.
- (u) “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, Schedule 7 and Required Information for Public School Academies.
- (v) “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.
- (w) “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.
- (x) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (y) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated **July 1, 2022**, issued by the Oakland University Board of Trustees to **Detroit Edison Public School Academy** Confirming the Status of **Detroit Edison Public School Academy** as a Public School Academy.”
- (z) “University” means Oakland University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.151, et seq.
- (aa) “University Board” means the Oakland University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (bb) “University Board Chairperson” means the Chairperson of the Oakland University Board of Trustees or his or her designee.

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

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

Section 1.4. 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 University 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 UNIVERSITY BOARD

Section 2.1. Constitutional Status of Oakland University. Oakland University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University 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 Oakland University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, the University Board and the University. 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 University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

Section 3.1. University Board Resolutions. The University Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The University 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 University Board may amend the Resolution. Upon University 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. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. As fiscal agent, the University Board assumes no responsibility for the financial condition of the Academy. The University 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 University Board shall promptly, within ten (10) business days of receipt or as otherwise required by Applicable Law, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The responsibilities of the University 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 University Board. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the University Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of University Board Expenses. The Academy shall pay the University Board an administrative fee to reimburse the University 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. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the PSAO describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The PSAO Executive Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the PSAO Executive Director's recommendation will be submitted by the PSAO Executive Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 3.6. Authorization of Employment. The University 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 University 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. PSAO Executive Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the PSAO Executive Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the PSAO Executive Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the PSAO; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the PSAO may request. Unless the PSAO Executive Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the PSAO Executive Director shall notify the Academy if the proposed transaction is disapproved. The PSAO Executive Director may disapprove the proposed transaction if, in his or her judgment, the proposed transaction violates this Contract or Applicable Law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the PSAO Executive Director. By not disapproving a proposed

transaction, the PSAO Executive Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term set forth in Section 12.9 without any further action of either the Academy or the University Board. The Academy shall seek a new contract by making a formal request to the PSAO Executive Director in writing at least one year prior to the end of the current Contract Term. The PSAO Executive Director 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 University 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 University Board as the most important factor of whether to issue or not issue a new contract. The University 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 University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.9. University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

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 Contract Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause by the University Board or its designee(s) 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 University official, employee, or paid consultant, as a representative of the University; 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 at the Academy and file the same with the Public Schools Academy 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. Upon filing, the

Articles of Incorporation shall automatically be incorporated into this Contract. 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. Amended Bylaws shall automatically be incorporated into this Contract. 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 set by the Resolution and/or Authorization 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 all applicable testing that the Code or the Contract require. The Academy shall provide the PSAO 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 PSAO;
- (b) an assessment of the student performances at the end of each academic school year or at such other times as the University Board may reasonably request;
- (c) an annual education report in accordance with the Code;

- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the PSAO; 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 PSAO 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 applicable. 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 PSAO.

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 University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the PSAO a contract amendment, in a form and manner determined by the PSAO. The contract amendment shall include all information requested by the PSAO, 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 PSAO Executive Director shall review the contract amendment and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the PSAO Executive Director of the contract amendment shall include a determination by the PSAO Executive Director that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the PSAO Executive Director of a positive recommendation. If the University 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 University 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 University or the University 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 University Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University 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 PSAO 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.

Section 6.17. 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 6.18. New Public School Academies Located Within The Boundaries of A Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership and curriculum than the public school previously operating at the site(s):

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

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

Section 9.2. Process for 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 University Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the University Board delegates to the President of the University or his or her designee the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the President, the University Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the University Board by the Academy.

Section 9.3. Process for Amendment Initiated by the University Board. The University 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 University Board delegates to the President of the University or his or her designee 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 University 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 University Board or its designee. If the proposed amendment conflicts with any of the University Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University Board.

Section 9.5. 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 University 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 University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation. An emergency situation shall be deemed to occur if the PSAO Executive Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place. Upon the determination that an emergency situation

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

ARTICLE X

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 University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination by the University Board in its sole and absolute discretion 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 University Board may revoke this Contract, where the Academy fails to fulfill in proper manner its obligations under the Contract, or the Academy's violation of any of the explicit or implicit terms, conditions, covenants, promises, agreements, representations, requirements or warranties contained or incorporated into the Contract as determined by the University in its sole and absolute discretion.

In addition, the Contract may be revoked by the University Board, pursuant to the procedures set forth in Section 10.6, upon a determination by the University Board in its sole and absolute discretion 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 PSAO that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University 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 PSAO's approval;
- (g) The PSAO or the PSAO Executive Director discovers negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract;
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the PSAO in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law; or
- (i) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board;
- (j) The University, its Trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.10 of the Terms and Conditions;
- (k) The Academy loses accreditation with the State; or
- (l) The Academy is in default of any current or future purchase agreement or lease for the site.

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 University Board is notified by the Department that either 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 or State’s Reform District 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 University Board or the Academy. The University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice , the PSAO Executive Director 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 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 r 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 PSAO 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 PSAO Executive Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the PSAO Executive Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter “Economic Hardship Termination”). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

The University Board’s revocation procedures set forth in Section 10.6(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 PSAO Executive 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 PSAO Executive Director shall present the Academy Board’s request for termination to the University 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 University Board shall consider and vote on the proposed termination request. The University 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 University Termination of Contract. The University Board, in its sole discretion, also reserves the right to terminate the Contract before the end of the Contract Term (i) for any reason or for no reason provided that such termination shall not take place prior to the earlier of the end of the school year in which the Contract termination is requested or six (6) months from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the PSAO Executive Director shall provide notice of the termination to the Academy. If during the period between the University 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. University Board Procedures for Revoking Contract. The University Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The PSAO Executive 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 PSAO Executive 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 PSAO Executive 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 PSAO Executive 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 PSAO Executive 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 PSAO Executive Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools PSAO Executive 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 PSAO Executive 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) University Board's Contract Reconstitution Provision. The PSAO Executive 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/trustee to take over operations of the Academy or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

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

(f) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University 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 University Board's process for suspending the Contract is as follows:

(a) The PSAO Executive Director Action. If the PSAO Executive Director determines, in his or her sole discretion, that reasonable cause exists to believe 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 PSAO Executive Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6.

(b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the PSAO Executive Director to suspend the Contract, may be retained by the University Board for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

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 **Wayne** County, Michigan, the Michigan Court of Claims or the Federal District Court for the Eastern 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 . 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. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole 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 provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

(a) take into his or her possession all Academy property and records, including financial, board, employment and student records;

(b) institute and defend 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 the Code or this Contract or Applicable Law.

If this section has been implemented and the University Board determines the revocation to be appropriate, the revocation shall become effective immediately upon such decision.

Section 10.10 Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the PSAO Executive Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University 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 PSAO Executive Director's notice, the Academy Board Treasurer shall provide the PSAO Executive Director, in a form and manner determined by the PSAO, 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.
- (b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the PSAO 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 PSAO.
- (c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information (“CEPI”) the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the PSAO.
 - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the PSAO.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

- (e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
- (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
 - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
 - (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

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)	
<small>NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better</small>	
EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011	
COVERAGE	REQUIREMENTS
General or Public Liability (GL)	<p>Must be Occurrence form</p> <p>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 University 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.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence & \$2,000,000 aggregate.</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>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>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.</p>

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 University-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.
University 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

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

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident.
	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.
	University must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit requirements.	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.

COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence form. Statutory Limits with \$1,000,000 Employers Liability Limits.
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
	Must include Employee Dishonesty coverage.
	Must include third party coverage.

Crime	\$500,000 limit.
COVERAGE	REQUIREMENTS
Umbrella	<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&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>University 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&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

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

ADDITIONAL RECOMMENDATIONS

COVERAGE	RECOMMENDATION
Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	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.
Automobile Physical Damage	Coverage for damage to the owned or used vehicle.

DISCLAIMER:

By requiring such minimum insurance, the University and M.U.S.I.C. 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.

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

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 have a provision included in all policies requiring notice to the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of insurance renewal “Acord” copies of the insurance certificate of liability insurance and public school academy insurance verification document to the PSAO Executive Director, or upon request, submit copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the University 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 PSAO.

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
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and 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 University-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate PSA must be included as First Named Insured

	University must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	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.
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

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

The University’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. 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 Oakland University Board of Trustees, Oakland University or any other authorizing body, or to enter into a contract that would bind the Oakland University Board of Trustees or Oakland University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the Oakland University Board of Trustees, Oakland University, or any of their Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The Oakland University Board of Trustees and Oakland University do not assume any obligation with respect to any person, be it Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no person shall have the right or standing to bring suit against the Oakland University Board of Trustees or Oakland University, or any of their Trustees, 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 PSAO copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with any existing or future 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 PSAO may, from time to time during the term of this Contract, or amend Lease Policies and such adopted and/or 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 PSAO 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 PSAO 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 University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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 real estate leasing 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 PSAO 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 Oakland University and the University Board. The parties acknowledge and agree that the Oakland University Board of Trustees, Oakland University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the **New Paradigm for Education** hereby promises to indemnify, defend and hold harmless Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives in their official and personal capacities (collectively, the "University Indemnified") from and 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 any of the University Indemnified, 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 Oakland University, which arise out of or are in any manner connected with Oakland University Board of Trustees' approval of the Academy's application, Oakland University Board of Trustees' consideration of or issuance of a Contract, **New Paradigm for Education's** preparation for and operation of the Academy, or which are incurred as a result of the reliance by any of the University Indemnified upon information supplied by the **New Paradigm for Education**, or which arise out of the failure of the **New Paradigm for Education** to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that any of the University Indemnified may commence legal action against **New Paradigm for Education** to enforce its rights as set forth in this Agreement."

"Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the Oakland University Board of Trustees is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or 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. **New Paradigm for Education** 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 Oakland University Board of Trustees. 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 **New Paradigm for Education** 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 [insert name of Educational Service Provider] shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution."

“Compliance with Section 12.18 of Contract Terms and Conditions. **New Paradigm for Education** 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 12.18(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. If instructed by the University, the Academy will put out for bid its ESP Management Agreement twelve (12) months before its current Management Agreement expires. 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 for 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 PSAO 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 PSAO 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 PSAO 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 PSAO 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 email, 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 Oakland University Board of Trustees: PSAO Executive Director
Oakland University
456 Pioneer Drive
Pawley Hall, Room 420J
Rochester, Michigan 48309-4482

If to the University General Counsel: General Counsel
Oakland University
Wilson Hall, Room 203
371 Wilson Boulevard
Rochester, MI 48309-4454

If to the Academy: Academy Board President
Detroit Edison Public School Academy
1903 Wilkins
Detroit, MI 48207

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 University 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 University 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 **five (5)** years until June 30, 2027, 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 University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the Oakland University Board of Trustees, Oakland University and its Board of Trustees members, officers, employees, agents, representatives, students and volunteers, in their official and personal capacities, harmless from and against any and all claims, demands, suits, damages, judgments or liabilities, losses or expenses, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of 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 University 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 University.

Section 12.15. Reliance on Warranties. The Academy represents and warrants, intending the University to rely thereon, that it is and will remain in compliance with Applicable Law and each provision of this Contract. The Academy further represents and warrants, intending the University to rely thereon, that it has obtained and will maintain all the licenses, authorizations and permits necessary in connection with the performance of its obligations under this Contract.

Section 12.16. University Board or PSAO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or PSAO policies regarding public school academies which shall apply immediately, any 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. If reasonable, before issuing general policies under this Section, the University Board or the PSAO 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 PSAO on the proposed policies before such policies shall become effective.

Section 12.17. 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 12.18. 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 12.19. Termination of Responsibilities. Upon termination or revocation of the Contract, the University 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 12.20. 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 12.21. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.24, 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 University;

(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 University.

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

Section 12.22. Disclosure of Information to Parents and Legal Guardians. Subject to Section 12.24

(a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian

any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.

(b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the University Board, University, PSAO or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to 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 University Board, University, PSAO
- (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 12.23. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

- (a) Subject to Section 12.24, 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 12.24. 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 12.25. 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 12.26. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1310 of the Code, MCL 380.1310. 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 12.27. 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 12.28. 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 12.29. 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 at sect 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 12.30. 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 12.31. 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;

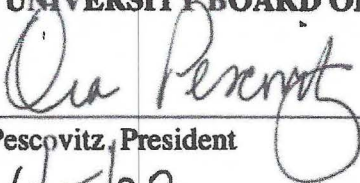
(ii) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that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

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

06-13-22

OAKLAND UNIVERSITY BOARD OF TRUSTEES

By: 
Ora Pescovitz, President

Date: 6/15/22

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.

Detroit Edison Public School Academy

By: 
Emma S. Thomas, Academy Board Designee

Date: 7-11-2022

CONTRACT SCHEDULES

Schedules

Articles of Incorporation.....	1
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Required Information for Public School Academy.....	7

CONTRACT SCHEDULE 1
ARTICLES OF INCORPORATION

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

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

DETROIT EDISON PUBLIC SCHOOL ACADEMY

ID NUMBER: 747194

***received by facsimile transmission on September 10, 2012 is hereby endorsed
Filed on September 11, 2012 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 11TH day
of September, 2012.***

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

Director

Bureau of Commercial Services

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
DETROIT EDISON PUBLIC SCHOOL ACADEMY
(For Use by Domestic Nonprofit Corporations)**

1. These Amended and Restated Articles of Incorporation are executed pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6A of the Revised School Code, as amended (the "Code"), being MCL 380.501 et seq.
2. The present name of the corporation is Detroit Edison Public School Academy.
3. The identification number assigned by the Bureau is 747194.
4. All of the former names of the corporation are: The Edison Public School Academy.
5. The date of filing the original Articles of Incorporation was March 7, 1997.
6. The following Amended and Restated Articles of Incorporation ("Articles") supersede the original Articles of Incorporation, as amended and/or restated, and shall be the Articles of Incorporation of the corporation:

ARTICLE I

The name of the corporation is: Detroit Edison Public School Academy.

The authorizing body for the corporation is: Oakland University Board of Trustees ("University Board").

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 to charter a public school academy ("Contract") authorized under the Code.

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: See Schedule A.

Personal Property: See Schedule B.

The valuation of the foregoing assets was as of June 15, 2011.

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

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

ARTICLE IV

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

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

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

ARTICLE V

The corporation is a public school academy and a governmental agency performing essential public purposes and governmental functions of the State of Michigan.

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, MCL 691.1407.

ARTICLE VII

Before the issuance of a Contract to the corporation by the University 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 University 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 University 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 the Contract issued to the corporation by the University Board. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific amendments to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board designee may review and approve amendments to these Articles of Incorporation, provided, however, if deemed material they must be reviewed and approved by the University's General Counsel, then by the University's Board of Trustees.

At any time and for any reason, the University Board or an authorized designee may propose 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 University Board upon a majority vote of the corporation's Board of Directors.

Amendments to the Articles of Incorporation take effect only after this process is completed and the Articles of Incorporation are filed with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

ARTICLE XII

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Articles of Incorporation.

ADOPTION OF ARTICLES

These Articles shall become effective upon filing. However, the corporation shall not carry out its purposes until the University Board issues a contract to operate a public school academy and the contract is executed by designated representatives of the corporation and the University Board.

[SIGNATURE PAGE FOLLOWS]

These Amended and Restated Articles of Incorporation were duly adopted on the 17th day of August, 2012, in accordance with the provisions of Section 642 of the Act. These Amended and Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation, and were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.

Signed this 17 day of August, 2012.

By: Erma S. Yarbrough-Thomax

Print Name: Erma S. Yarbrough-Thomax

Print Title: secretary

**SCHEDULE A
TO AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
DETROIT EDISON PUBLIC SCHOOL ACADEMY**

REAL PROPERTY OWNED BY CORPORATION

<u>Location</u>	<u>Value</u>
None	N/A

**SCHEDULE B
TO AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
DETROIT EDISON PUBLIC SCHOOL ACADEMY**

PERSONAL PROPERTY OWNED BY CORPORATION

<u>Property</u>	<u>Value</u>
Furniture, fixtures and equipment located in leased premises at 1903 Wilkins, Detroit, MI	\$850,000.00

DETROIT 25675-1 1255632v1

CONTRACT SCHEDULE 2

BYLAWS

BYLAWS
OF
DETROIT EDISON PUBLIC SCHOOL ACADEMY

ARTICLE I

NAME

This organization shall be called Detroit Edison Public School Academy (the “Academy” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Detroit, County of Wayne, State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be filed with the Michigan Department of Licensing and Regulatory Affairs, Commercial Services and reported to the Public School Academies Office.

ARTICLE IV

BOARD OF DIRECTORS

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

Section 2. University Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal,

resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Oakland University Board of Trustees (the "University Board").

ARTICLE V

MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The Academy Board shall provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular monthly and special meetings to the Public School Academies Office and as required by the Open Meetings Act.

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

Section 3. 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:

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

Section 4. 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 Academy Board members voting in favor of an action is as follows:

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

If less than a quorum is present at a meeting, a majority of the Academy Board then present can adjourn the meeting, providing such notice as is required under the Open Meeting Act.

Section 5. Open Meetings Act. All meetings and committee meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. If mailed, such notice shall be deemed to be delivered in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed delivered when it is sent. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section, except where a Director attends a meeting for the express purpose of objecting to the transaction or any business because the meeting is not lawfully called or convened.

Section 7. Votes By Directors. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. 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 officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.

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

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

Section 7. Secretary. The Secretary of the Corporation 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 of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 8. Treasurer. The Treasurer of the Corporation 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 by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from

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

Section 10. Salaries. Officers of the Academy Board, as Directors of the Corporation, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Corporation may be reimbursed for reasonable expenses incident to their duties.

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the 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(s), agents, assistant(s) or acting officer(s), to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Oakland University or impose any liability on Oakland University, the University Board, 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, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, 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 Oakland University or impose any liability on Oakland University, the University Board, its trustees, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to

the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

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. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of 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 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other Corporation and owned or controlled by this Corporation may be voted at any meeting of security holders of such other Corporation by the President of this Corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this Corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent with respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of this Corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

Section 6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office statute, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

ARTICLE IX
INDEMNIFICATION

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

ARTICLE X
FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of July in each year.

ARTICLE XI
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by (a) obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, (b) meeting any additional requirements set forth in the Contract to charter between the Academy and the University Board and (c) obtaining the written approval of the changes or amendments by the University President or his designee. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the University Board or its designee.

ARTICLE XI
CONTRACT DEFINITIONS

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Bylaws.

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 [unanimous] consent of the Academy Board on the 15th day of August, 2012.

Teresa Roseman, Bd. President
Secretary

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Oakland University Board of Trustees ("University), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Detroit Edison Public School Academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University or an officer or employee of Oakland University.

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

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

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to 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 University is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University and the Academy may also agree that the University will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in 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 Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the 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.

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts and disbursements 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.

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

BY: 

Deborah Roberts, Executive Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: December 15, 2021

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Oakland University Board of Trustees ("University"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Detroit Edison Public School Academy (the "Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the University, 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.

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

"Oversight Responsibilities" means the University'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 Public Schools Academy Office, as it deems necessary to fulfill the University 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 University 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 University.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or amend 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 University Board or its designee.
- j. Evaluate whether the Michigan state standardized assessment(s), nationally recognized norm-referenced achievement test(s) or other assessment programs selected by the

Academy are or have been appropriately administered 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 Public Schools Academy Office in accordance with the Master Calendar of Reporting Requirements adopted by the Public Schools Academy Office. The Master Calendar may be amended from time to time as deemed necessary by the Public Schools Academy Office Director.

b. Submit quarterly financial reports to the Public Schools Academy Office in a form and manner determined by the Public Schools Academy Office. Submit other financial reports as established by the Public School Academy Office.

c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Public Schools Academy Office.

d. Report to the Public Schools Academy Office and General Counsel for the University within ten (10) business days of receipt of notice any litigation or formal proceedings alleging violation of any Applicable Law by the Academy.

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 Public Schools Academy Office within ten (10) business days of submission .

f. Provide proposed minutes of all Academy Board of Directors' meetings to the Public Schools Academy Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Public Schools Academy Office within five (5) business days after the minutes are approved.

g. Submit to the Public Schools Academy Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract and proof of naming of University as an additional insured. The Public Schools Academy will properly maintain the necessary insurance certificates evidencing the insurance required by this Agreement.

h. Submit to the Public Schools Academy 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 Public Schools Academy Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Public Schools Academy 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 Public School Academy 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 Public Schools Academy 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 Public Schools Academy Office of any changes to the Academy Board public meeting schedule. All of the Academy Board's public meetings will be conducted in compliance with the Michigan Open Meetings Act, MCL 15.261, et seq.
- 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 September 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 will make budget revisions in a manner prescribed by law. Within ten (10) 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. Submit to the Public Schools Academy Office, the official enrollment of the Academy, once each semester after the official count date for the state of Michigan.
- p. Submit to the Public Schools Academy Office immediately upon receipt of the Academy Board, copies of any and all documents, materials and other items provided or submitted to the Academy Board, regardless of the identity of the party providing or submitting such information (unless the disclose of such information would breach the Academy's attorney-client privilege), and regardless of whether such items are submitted or provided before, during or after an open or closed meeting of the Academy Board.
- r. Permit attendance of personnel of the Public School Academy Office or their designee(s) to the Academy Board's closed meeting sessions. The Academy will provide the Academy Office with reasonable notice of any such meeting.

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 University or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The University may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the University 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 Public Schools Academy Office.

Section 3.02 Filing Place. All documents and information required to be filed with or submitted to the University pursuant to this Agreement will be submitted to the Public School Academy Office, School of Education and Human Services, Oakland University, 420 Pawley Hall, Rochester, MI 48309-4401.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the University an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible.

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 University by this Agreement.

ARTICLE V

TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP. The following described categories of information are specifically included within those to be made available by the Academy to the public on the Academy's website home page in the manner prescribed by the Michigan Department of Education and other Applicable Law, and the Public Schools Academy Office, in accordance with Section 12.18 of the Terms and Conditions:

- A. Information to Be Made Publicly Available by the Academy.
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 Public Schools Academy Office
11. Copy of curriculum and other educational materials given to the Public Schools Academy 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) and annual compensation and reimbursed costs paid to an ESP
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 back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract

30. Overall student academic performance compared to the assessment strategies, measures and goals required by the Contract

31. 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 12.18 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

Principal

Reports to: New Paradigm for Education, Inc. (“NPFE”)

Employed By: NPFE

Provide proper instruction and supervision of students and staff in accordance with the stated mission and goals of the Academy.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Academics

- Supervise student discipline and oversee the implementation of classroom and Academy discipline policies.
- Provide student with counseling, guidance and proper supervision as needed.
- Issue disciplinary detentions and suspensions for up to three days.
- Supervises and handles all building and facility maintenance programs and complaints.
- Develops a staff complaint reporting system.
- Develop, supervise and evaluate the Academy’s instructional programs and recommending such changes and improvements as may be needed, including the formulation of curriculum objectives and selection, development and revision of curriculum materials.
- Supervise schedule of the curriculum, teachers and students.
- Coordinate staff and student-mentoring program.
- Monitor the daily operation of all classrooms and subjects.
- Coordinate the standardized testing.
- Review report cards and progress reports.
- Training and development programs and schedule.
- Establish effective communication and relationships between the administration and staff, and for building staff morale.
- Coordinate Academy meetings and staff committees.
- Writes and issue reports as needed.
- Assists in Academy fairs as.
- Coordinator of Parent-Teacher Conferences.
- Attends staff meetings and training sessions.
- Establishes and maintains positive team spirit among all staff.
- Adheres to all established policies, procedures and code of ethics.
- Performs all duties with quality, efficiency and loyalty to the Academy and its management.
- Performs other duties as may be assigned by the Principal, the Executive Director/Superintendent, or her designee
- Attends all Academy events and activities, as needed, such as Parent-Teacher conferences, Open Houses, Orientations, meetings, etc.
- Performs other duties as assigned.

CONFIDENTIALITY OF INFORMATION:

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

Principal cont.

Reports to: New Paradigm for Education, Inc. (“NPFE”)

Employed By: NPFE

Building Safety

- Coordinate the Academy wide safety program.
- Formulates general safety policies and procedures to be followed in the Academy in compliance with local, state and federal Occupational Safety and Health Administration (OSHA) rules and regulations.
- Prepares fire and tornado drill schedule and oversees its implementation.
- Schedules busing and field trip scheduling of students as necessary.
- Participates in the investigation and recording of accidents and injuries on Academy premises.
- Consults with all departments on use of equipment, fire prevention and the safety program.

Principal (Cont.)

Reports to: New Paradigm for Education, Inc. (“NPFE”)

Employed By: NPFE

Students

- Supervise students during lunch, arrival, and dismissal.

Staff

- Assist in the recruitment and interviewing of qualified teachers. Recommends hiring, placement, and transfer of teachers.
- Assists in conducting staff meetings related to the curriculum or committees.
- Supervise and evaluate staff performance.

Communication, Community Relations and Activities

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

REPORTING:

To report directly to the Chief Academic Officer, except as may be delegated by Superintendent

EXCLUSIONS:

The responsibilities do not include hiring or firing staff. All purchases must be pre-approved by the Academy Board. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or their absence beyond the maximum allowed paid time off days off (which is 10 days during the entire academic year), staff promotions, staff transfers or assignments,

CONFIDENTIALITY OF INFORMATION:

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

Principal cont.

Reports to: New Paradigm for Education, Inc. (“NPFE”)

Employed By: NPFE

Academy closing, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements.

EDUCATION AND EXPERIENCE:

- Bachelor’s degree in education or related academic field required; administrative certification & master’s degree preferred.
- Minimum of three (3) years teaching experience
- To the extent this position is deemed to be an administrator of instructional programs. (Including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; or (b) enrollment in a Michigan Department of Education (“MDE”)-approved
- Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. (Public Act 205 section 380.1246).
- Criminal background check required.

CONFIDENTIALITY OF INFORMATION:

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

Administrative Assistant/ Executive Assistant

Reports To: Principal or designee

Employed By: NPFE

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

ESSENTIAL DUTIES AND RESPONSIBILITIES:

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

REPORTING

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

CONFIDENTIALITY OF INFORMATION:

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

Teacher

Reports To: Principal

Employed By: NPFE

Create a flexible academic program and a class environment favorable to learning and personal growth; establish effective rapport with students; to motivate students to develop skills, attitudes and knowledge needed to provide a good foundation for further education in accordance with each student's ability; establish good relationships with parents and other staff members.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Curriculum

- Teachers assigned content areas in a classroom, utilizing course of study adopted by the Academy Board and other appropriate learning activities
- Instruct students in citizenship and basic subject matter
- Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adapt the curriculum to the needs of each student
- Uses a variety of instruction strategies, such as inquiry, group discussion, lecture, discovery, etc.
- Translates lesson plans into learning experiences so as to best utilize the available time for instruction
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom.
- Evaluate the academic and social growth of students, keeps appropriate records and prepares progress reports
- Communicate with parents through conferences and other means to discuss student's progress and interpret the Academy program
- Identifies student needs and cooperates with other professional staff members in assessing and helping students solve health, attitude, and learning problems
- Create an effective environment for learning through functional and attractive displays, bulletin boards, and interest centers
- Maintains professional competence through in-service education activities provided by professional growth activities
- Participates cooperatively with the Principal to develop the method by which the teacher will be evaluated in conformance with guidelines
- Selects and requisitions books and instructional aids; maintains required inventory records
- Supervises students in out-of classroom activities during the Academy day

Teacher (Cont.)

Reports To: Principal

Employed By: NPFE

- Participates in curriculum development programs as required
- Participates in faculty committee and the sponsorship of student activities

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- Coordinator also refers any students who exhibit problems at the end of the quarterly assessment period for case discussion.
- Possess a strong understanding of the reading process, particularly strategic reading, comprehension, the application of comprehension skills, early reading and phonics.

Instruction

- Demonstrates an understanding of the Success for all reading components and Junior Academy Reading Program as they relate to state Standards
- Promote, support and model writing instruction across all curriculum areas
- Promote a process approach to writing
- Participate in writing workshop and the use of integrated mini-lessons for skill development
- Use writing lesson to focus skill development
- Use prompts and rubric for both instruction and assessment of writing
- Help identify and arrange for the use of resources outside the Academy\
- Analyze data and test results
- Model effective use of the computer in content area instruction
- Provide for 90-minute, uninterrupted blocks for reading instruction
- Perform quarterly student assessments
- Recommend students to tutoring
- Possess a strong background in and have practical experience with cooperative-learning

Communication

- Participate in regular meetings with specific goals
- Communicate Academy reading and pedagogy issues with the Director of Curriculum
- Communicate with Administrators information regarding instruction, and assessment on matters relating to materials, professional development, reading assessment, and anything else pertaining to the curriculum implementation
- Communicate with parents to explain growth with assessment. i.e., MEAP, SRI, Writing and Language Arts Assessments.
- Administrate local, state, and PA Series and; Pearson Benchmark Reading Assessments by creating, organizing, distributing, and explaining the assessment and scoring process to reading teachers
- Communicate with AP's about the progress or concerns about students

Qualification and Experience:

- Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
- Must be evidence of meeting highly qualified requirements as defined by No Child Left Behind
- Criminal background check required.

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Special Education Teacher
Reports To: Principal
Employed By: NPFE

Working with children who have special education needs, including cognitive, emotional, or physical disabilities. Teach disabled youth life skills and basic literacy; and modifies general education curriculum to meet student needs.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Teach children who have mild to moderate disabilities.
- Modify traditional education curriculum to meet child's needs.
- Assist children with specific learning disabilities and other identified special education needs.
- Help identify child with special needs.
- Use various teaching methods to promote learning, including intensive individualized instruction, problem-solving assignments, and small group work.
- Ensure appropriate accommodations are available in class and when a student needs to take a test.
- Develop an Individualized Educational Plan (IEP) for each student.
- Set personalized goals.
- Develop transition plan outlining specific steps to prepare students for middle Academy or high Academy or a job or postsecondary study.
- Review student the IEP with parents, Academy administration, and general education teacher as applicable.
- Inform parents of student's progress.
- Design and teach appropriate curricula.
- Assign work as needed.
- Grade papers and homework assignments; record grades in grade book
- Provide students with career counseling.
- Help general educators adapt curriculum materials and teaching techniques to meet the needs of students and receiving special education services.

Qualifications/ Experience:

- Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
- Must be evidence of meeting highly qualified requirements as defined by No Child Left Behind
- Criminal background check required.
- Specific knowledge and expertise in the areas of personality theory, counseling theory/practices, individual/group theory/practices, special/exceptional student staffing procedures, federal/state/local laws regarding Academy practices, and mental health/agency experience with children.

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Special Education Teacher

Reports To: Principal

Employed By: NPFE

Communication

- Participate in regular meetings with specific goals
- Communicate Academy reading and pedagogy issues with the Director of Achievement
- Communicate with Administrators information regarding instruction, and assessment on matters relating to materials, professional development, reading assessment, and anything else pertaining to the curriculum implementation
- Communicate with parents to explain growth with assessment. i.e., MEAP, SRI, Writing and Language Arts Assessments.

Curriculum Coordinator/Coach

Reports To: Director of Achievement & CAO

Employed By: NPFE

Curriculum Coach reports directly to the Director of Achievement & Chief Academic Officer (CAO) or her designee and should possess all of the qualities expected of the state and has no less than three years of experience and teaching in the areas of curriculum, instruction assessment, classroom management, professional responsibilities, professional relationships, family involvement, and school community. New Paradigm Curriculum Coordinators/ Coaches provide support in the core curriculum and supplemental curriculum areas.

The Curriculum Coordinator/ Coach supports instruction of the core curriculum by:

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

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- Any ancillary responsibilities assigned by CAO
- Administrate local, state, and PA Series and; Pearson Benchmark Reading Assessments by creating, organizing, distributing, and explaining the assessment and scoring process to reading teachers
- Communicate with Principals about the progress or concerns about students

The Curriculum Coordinator/Coach supports instruction of the supplemental curriculum by:

- Providing instructional support for the Title I targeted instructional staff
- Providing professional development to teachers of participating Title I students
- Serving as a problem solver in all matters affecting supplemental instruction.
- Being willing to participate in professional development sessions and to visit sites that have successfully implemented the supplemental program and implement such programs at school sites

Curriculum Coordinator/Coach cont

Reports To: Director of Achievement & CAO

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Employed By: NPFE

- Observing supplemental instruction throughout the school in order to assess professional-development needs and provide direct mentoring for staff with 0-3 years experience and others as needed
- Creating staff development plans as necessary based on targeted student data and observations
- Analyzing assessment data to identify students for delivery of supplemental services
- Reporting assessment data to instructional staff and school community and explaining plans for student improvement
- Organizing supplemental orders in the spring to replace consumables and supplemental materials
- Organizing curriculum and materials needed for supplemental summer school and extended day programming
- Serving on School Improvement Committee

Communication

- Participate in regular meetings with specific goals
- Communicate Academy reading and pedagogy issues with the Director of Achievement
- Communicate with Administrators information regarding instruction, and assessment on matters relating to materials, professional development, reading assessment, and anything else pertaining to the curriculum implementation
- Communicate with parents to explain growth with assessment. i.e., MEAP, SRI, Writing and Language Arts Assessments.
- Administrate local, state, and PA Series and; Pearson Benchmark Reading Assessments by creating, organizing, distributing, and explaining the assessment and scoring process to reading teachers
- Understands data. Ensures data is used to drive instruction
- Communicate with Principals about the progress or concerns about students

Qualifications/ Experience:

- Minimum of 3 years of teaching experience
- Must have teacher certification
- Experience in leadership
- Organizational skills, Curriculum Coach will be required to document time on task for core curriculum and supplemental curricular activities
- Possess a strong understanding of the reading process, particularly strategic reading, comprehension, the application of comprehension skills, early reading, and phonics

Title I Interventionist / Tutor

Reports To: Principal

Employed By: NPFE

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To analyze assessment data and provide “real time” push-in and pull-out research-based interventions in the core curricular areas to Title I students that are currently below grade level based analysis of MEAP, DIBELS, and other assessment instruments.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Gather, organize, and interpret assessment data on Title I identified students.
- Utilize best practice instructional strategies and research-based intervention curriculum materials to meet the learning needs of identified Title I students.
- Model the use of intervention strategies, through their use in the classroom, to general and special education teachers.
- Analyze existing student achievement data and administer student assessment and progress monitoring instruments as needed to aid in progress monitoring of Title I students.
- Serve on the building level MTSS team and participate in weekly MTSS meetings and DIBELS data analysis meetings. Provide leadership for these meetings in collaboration with the building administrator.
- Collaborate with classroom teachers, building administrator, and parents when designing the MTSS interventions
- Maintain accurate student records, parent communications records and student progress data reports as required by Title I law and district policy
- Attend professional development opportunities that promote improved instructional strategies and support researched-based resource material needed to implement the intervention program successfully and support/maintain professional growth.
- Teach an SFA reading class.
- Maintain proper professional conduct as defined in the Staff Handbook.
- Perform other duties as deemed appropriate and assigned by the Building Administrator.
- Keep in confidence all personal, student or personnel records and information.

Qualifications/ Experience:

- Title I Interventionist shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
- Tutor shall possess a college degree
- Title I and Tutor must be evidence of meeting highly qualified requirements as defined by No Child Left Behind
- Criminal background check required.
- Specific knowledge and expertise in the areas of personality theory, counseling theory/practices, individual/group theory/practices, special/exceptional student staffing procedures, federal/state/local laws regarding Academy practices, and mental health/agency experience with children.

Title I Interventionist / Tutor

Reports To: Principal

Employed By: NPFE

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Communication

- Participate in regular meetings with specific goals
- Communicate Academy reading and pedagogy issues with the Director of Achievement
- Communicate with Administrators information regarding instruction, and assessment on matters relating to materials, professional development, reading assessment, and anything else pertaining to the curriculum implementation

School Registrar

Reports To: Principal

Employed By: NPFE

School registrar is an administrative professional who works for an educational institution to assist students with enrollment and withdrawal of classes. She maintains student records, test scores, works with

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school counselors and handles other various administrative and clerical tasks as needed. The level of expertise needed to be a registrar varies depending on where she is employed. A school registrar for example who works for a university would have more responsibility than a registrar at an elementary school.

Performs a variety of general office clerical duties and is responsible for work in the registration and transfer of students, and in preparation and maintenance of student records.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- The minimum performance expectations may include, but not be limited to, the following functions/tasks:
- Maintains and respects confidentiality of student and school personnel information;
- Serves as secretary to the Director of Counseling and the guidance staff; provides information; prepares correspondences and related matters; prepares and maintains files and records; assists teachers, parents and students;
- Receives and greets persons or groups calling on guidance department staff; answers telephones, provides information, takes and dispatches messages, as needed;
- Prepares cumulative record labels, grades, credits, GPA, rank in class, and end of year reports;
- Searches microfiche files;
- Registers new students/withdraws students and notifies the bus garage;
- Enters data for new and previous students;
- Maintains diplomas for regular school term and summer school;
- Prepares and sends transcripts to colleges, employers, and to schools for transfer students;
- Obtains transcripts for new/transfer students;
- Reviews requests made by Social Security Administration, law enforcement officers, mental health representatives, and other support staff and completes, as necessary;
- Files incoming records from the middle school;
- Moves records to appropriate grade, placing proper labels for grade level;
- Updates demographic data in computer database;
- Checks and reviews a variety of data for accuracy, completeness, and conformance to established standards and procedures;
- Requests records, as needed;
- Maintains records and generates reports, as requested
- Operates standard office equipment to include, word-processing, and data processing equipment, copiers, laminators, etc.;
- Handles a variety of routine technical and administrative assignments;
- Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities;

School Registrar cont.

Reports To: Principal

Employed By: NPFE

- Complies with and supports school and division regulations and policies;
- Models non-discriminatory practices in all activities;

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- Performs related tasks as assigned by building administrator(s) in accordance with the school/policies and practices.

Knowledge, Skills and Abilities

General knowledge of standard office practices, procedures, equipment and secretarial techniques; thorough knowledge of business English, spelling and arithmetic; ability to word process accurately and at a reasonable rate of speed; ability to make arithmetical calculations; ability to meet the public effectively; ability to operate a variety of office equipment; skill in the use of data and word processing equipment; ability to establish and maintain effective working relationships with others; ability to follow oral and written instructions.

Education and Experience

Any combination of education and experience equivalent to graduation from high school, including or supplemented by courses in general office practices and procedures and clerical and secretarial experience.

Special Requirements

Must possess word processing skills. The registrar is expected to exercise mature judgment in working with confidential information. General supervision of the registrar is received from the building administrator(s) and Director of Counseling. Candidate must possess good moral character.

Physical Demands/Requirements

This is sedentary work requiring stooping, kneeling, crouching, reaching, pulling, routine lifting up to approximately 20 pounds, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, operation of machines, and determining the accuracy and thoroughness of work.

Evaluation

The building administrator(s) will evaluate performance on the ability and effectiveness in carrying out the above responsibilities.

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Essential Duties

- Performs all activities that are custodial in nature and deemed appropriate by Facility Manager
- Keep buildings and grounds neat and clean at all times.
- Clean and maintain all assigned workspaces and equipment.
- Assist in building and grounds security by locking all doors and gates after use and at end of work day.
- Assist in maintaining seasonal grounds work (snow, lawn).
- Perform routine maintenance and repairs of building, equipment and grounds.
- Understand and follow safety procedures as provided by the district.
- Perform other duties as signed.

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 about 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.

Report To

Reports directly to Facilities Manager, except as may be delegated by him/her.

Qualifications

High School Diploma or general education degree (GED)

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NEW PARADIGM
FOR EDUCATION

Food Service Attendant/Cashier

The Food Service Attendant receives and records all student meal account transactions. Operates a point of sale terminal during lunch. Work closely with the staff and school administration.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Experience with handling cash
- Working knowledge of basic math applications and computations skills
- Assist in cleaning and maintaining of kitchen facilities
- Appropriately operate all equipment as required
- Monitor food service staff arrival time 10:00 – 2:00
- Ensure that all employees are in full uniform
- Ensure that serving stations are well maintained before, during and after serving time
- Ensure that staff is following proper sanitation guidelines
- Ensure that staff cleans the serving area before leaving
- Count all food received; food received should be equal to number of meals ordered
- Check portion sizes of meal components
- Check food temps to ensure that it is delivered at a safe serving and holding temperature
- Contact Vendor if food must be returned and replaced because of low temp, unsatisfactory appearance or portion sizes do not equal meals ordered
- Receive commodities delivered, must be inspected and counted upon arrival
- Input student meals as they come thru the serving line
- Monitor Students with food allergies
- Enter payments for student lunches
- Count lunch funds collected at the cash register

Breakfast

Fill breakfast bags between 8:30 and 9:15

Distribute breakfast to classrooms

Breakfast period - 9:40 – 11:00

Breakfast bags are returned to the cafeteria

Restock returned breakfast items

Enter breakfast meal counts

Lunch

Lunch Break: 11:30 -12:00

Lunch periods are 11:10, 11:50 and 12:15

Work closely with food vendor to maintain compliance as required by State

Monitor and supervise food service staff

Physical Requirements/Environment Conditions

- Required prolonged standing
- Requires physical exertion to manually move, lift, carry, pull or push heavy objects or materials
- Requires stooping, kneeling, crawling, bending, turning and reaching
- Requires cleaning, straightening and organizing
- Must work in noisy and crowded environments

Performance Responsibilities

- Communicate effectively with all members of the school district and community
- React to change productively and handle other tasks as assigned
- Appropriately operate all equipment related to specific job duties
- Support the value of education and the Positive Behavior Support
- Adhere to all district health and safety policies
- Ancillary duties as assigned

EDUCATION AND EXPERIENCE

- High School Diploma or GED
- 1 year previous job experience

About this company

Founded in 2005, New Paradigm For Education (CMO) has been recognized nationally for its success serving low-income Detroit students. Detroit Edison Public School Academy, a NPFE school is one of the highest-performing open-enrollment schools in Detroit. Our students earn an average score of 20.6 on the ACT, 91% of our graduates go on to college, and 83% of those are the first in their family to do so. Currently, the NPFE Network operates 1 high school campus throughout Detroit, 1 kindergarten – eight grade campus, 2 kindergarten – sixth grade campuses. Our current student population serves over 2,000 students and has a consolidated operating budget of ~\$100M. We plan to grow to 20 campuses and serve 15,000 students in Detroit by 2020. We believe by preparing our students for success in college and in life, we can have a dramatic impact on public education broadly and brighten the future for our city and nation.

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NEW PARADIGM
FOR EDUCATION

Facilities Manager

The Facilities Manager, oversee operations and future planning in the area of facility maintenance. The Facilities Manager will establish procedures for maintenance, repair and/or replacement facilities, grounds, and systems equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assesses and monitors facility repairs to ensure cost effectiveness; establishes criteria for repair versus replacement of facilities
- Creates, implements and maintains department repair and capital improvement budgets
- Ensures compliance with budgetary constraints; and forecasts and plans facility improvements
- Plans, develops and prioritizes projects and weekly work plans; ensures that materials are ordered, projects are designed and planned, and monies are available
- Plans work/staff schedules; evaluates and monitors projects with regard to progress and costs
- Coordinates and monitors status of work orders; estimates, requests, and purchases materials and equipment; and estimates labor costs
- Maintains current knowledge in the field of facilities management and maintenance
- Establishes, implements and updates facility policies and procedures
- Complies with federal, state and local laws and regulations; follows all safety precautions, standards policies and procedures
- Performs related duties as assigned by CEO or his designee
- Monitors campus emergencies, including equipment breakdowns, malfunctions and alarm calls
- Supervises department staff including, grounds workers and custodial staff
- Responsible for the maintenance and operation of fire alarm systems and fire protection systems
- Responsible for maintaining and updating as needed a comprehensive safety plan, a process for facilities opening
- Ensures compliance with applicable building, and safety codes, hazardous waste disposal, OSHA, hazardous materials, etc; in accordance with state and authorizer regulations and requirements
- Coordinate authorizer walkthroughs and compliance visits
- Maintain and update all required physical plant binders i.e. Asbestos, Playground safety etc.
- Create and maintains electronic physical plant and maintenance inventory logs and complete regular cost analysis reports for business office

EDUCATION AND EXPERIENCE

- A Bachelor's degree or five years of related experience including two years of supervisory experience, or an equivalent combination of education and experience
- Knowledge of operation, maintenance and repairs
- Technical skills working with air-conditioning and heating systems
- An understanding of blueprints and building codes; experience developing cost estimates and budgets



**NEW PARADIGM
FOR EDUCATION**

- Ability to communicate effectively utilizing interpersonal skills to maintain effective relationships with other department staff, faculty, students and the public
- Ability to express oneself clearly and concisely in presenting ideas and concepts both in verbal and written form
- Skill in areas of budgeting and financial administration
- General management and organizational skills
- Flexibility and ability to cope with several tasks simultaneously are required
- Computer literate in Windows environment
- Must be physically and mentally fit to respond to emergency situations

WORK ENVIRONMENT

- May require strenuous lifting (up to 50 lbs.), bending, climbing, walking
- Exposure to potentially hazardous chemical solutions
- Exposure to inclement weather
- On 24-hour emergency call

SPECIAL REQUIREMENTS

- Ability to meet a flexible work schedule including evenings and weekends and available on-call for emergencies by telephone and/or cell phone



ATHLETIC DIRECTOR

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 an Athletic Director to manage and coordinate the school/network athletic activities and sports programs, promote athletics and physical fitness as positive extracurricular activities, ensure that all students have an equal opportunity to participate and share in the benefits of the school/network's athletic programs, and to build positive relationships with students across the school/network.

Job Requirements

-

Duties & Responsibilities

- Provides and promotes a vision, guidance and direction for the school's sports programming
- Ensures that student athletes maintain academic eligibility and promote academic excellence, student citizenship, and a college going culture on all teams
- Builds positive and influential relationships with all students, especially student athletes
- Prepares budgets and recommend spending on items such as coaches' stipends, team travel, equipment purchases, and facility upkeep
- Supervises school activities during and after the school day as assigned by the building leader.
- Manages all athletic activities, and other after school activities, at the school.
- Coordinates with coaches about the scheduling of games and practices.
- Collaborates with conferences and leagues about scheduling issues.
- Serves as a liaison between the school and league officials about subjects such as health and safety procedures, postseason play, etc.
- Determines the time allocated for a field, court, or weight room - and ensure that all league and state guidelines and procedures are followed.
- Works with coaches and others as necessary to plan team travel, if applicable.
- Maintains files, records and accounts.
- Represents the school and network and state, local and county athletic conference meetings.
- Serves as a visible and positive public relations advocate for the school and network.

Commented [1]: @rdimeglio@npfeschools.org

Commented [2]: Does the AD at NPFE typically also teach? Does the AD work across all 6 schools? or is it just for HS?

- Prepares reports on the status of each team - successes, challenges, and next steps.
- Mediates and resolves disputes (between and amongst athletes, coaches, parents, etc.).
- Other ancillary duties and needed or assigned.

The Individual

While there is no single formula for a great Athletic Director, 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!



ATTENDANCE AND ENGAGEMENT SPECIALIST

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What You'll Do

NPFE seeks an Attendance & Engagement Specialist to serve as a liaison between school, home, and community agencies to promote and enhance student attendance, participation, and adjustment to school routines and norms. The Attendance & Engagement Specialist will provide support for community meetings, training, and home visits to determine causes of student absences and truancy and brainstorm solutions and next steps. This individual will provide school and network-level support and resources, as well as agency referral and assistance to families and students to enhance school attendance and child welfare as needed.

Job Requirements

- Bachelor's degree or equivalent experience
- Previous experience working with students and families

Duties & Responsibilities

- Communicates with parents, principals, counselors, teachers, and other staff members concerning student attendance referrals.
- Review student records to identify irregular attendance patterns.
- Research and/or track a student's change of home address or school enrollment.
- Communicate with parents and students on the necessity for regular attendance, providing information about State requirements and school rules and regulations. May refer students and families to work with outside agencies if needed.
- Participate in, and may organize, school, network, and/or community-level meetings for parents that are designed to provide discussion and information on improving parent-to-school relationships and enhancing student learning with regular attendance and engagement.
- Prepare and present data and reports concerning home visits.
- Prepare other reports and records as requested by the network and other entities.
- Perform quality assurance reviews of documentation, reports, and files assembled by others, that are used for formal hearings and proceedings.
- Prepare for and participate in meetings to determine student needs and to provide support for interventions designed to enhance student success.

- Connect with agencies and organizations who serve students and families regarding services and student/family support.
- Respond to concerns of student absence, neglect, or abuse.
- Follow up on violations of school policies and attendance commitments.
- Maintain information systems and data to support queries for attendance, homeless, and foster youth. Use this information to inform action planning, support research, and prepare reports.
- Serve on school, network and community committees related to student engagement and attendance, cultural issues, and general student and family welfare.
- Assess the effectiveness of resources in meeting school/community needs.
- Initiate and make introductions so that partners and resources can play a larger role in student success.
- Other ancillary duties as needed or assigned.

The Individual

While there is no single formula for a great Attendance and Engagement 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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COLLEGE ADVISOR

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What You'll Do

NPFE seeks a College Advisor to ensure that our scholars not just make it to college, but that they make it through college - and beyond. The College Advisor will work with the counseling team, our scholars and their families throughout high school to prepare them for and support them through all elements of the college application, admissions, matriculation and transition processes. The ideal candidate will possess an extensive knowledge of the college admissions and financial aid processes – including relevant state information - as well as the skills necessary to help students be successful in college. Chief among these are entrepreneurialism, systems-driven, organized, relentlessness, creative problem solving, and follow-through. The ideal candidate will also possess research, networking, and communication skills to connect students to unique programs on college campuses. In order to meet these ambitious goals, an ideal candidate must also plan carefully in order to ensure strategic use of time and resources.

Job Requirements

- Bachelor's degree, preferable in education or in assigned content area
- Previous experience in either high school counseling and/or college admissions field is required

Duties & Responsibilities

College Counseling for a Caseload of Students

- Support and guide all 12th grade students through each step of the college and financial aid application process
- Provide one-on-one college counseling to a caseload of 40-45 seniors through the admissions cycle including, but not limited to: creating a college list, writing and revising the personal statement, advising on financial aid, and making final matriculation decisions
- Work closely with parents and guardians of all students on caseload, including evening workshops and meetings for families
- Ensure students take advantage of special opportunities made available to low-income students in the college search and application process (i.e. fee waivers, fly-in visits, university partner programs and scholarships)

- Work closely with the AF College and Alumni Report Card to meet all deadlines and goals related to college partnerships

Building Relationships with Students and Families

- Plan and lead workshops for parents on key topics (financial aid planning, different types of institutions, scholarships, etc.) related to the college admissions process
- Ensure parents and students comprehend the different application requirements and deadlines, admissions policies and financial aid applications associated with different colleges
- Write and manage the collection of Letters of Recommendations for all seniors, including providing professional development and coaching for the Letter of Recommendation writing process for all teachers

College/University Relationship Development

- Contact and meet with campus admissions representatives to build positive relationships and market AF applicants
- Become familiar with the academic and social environments at the various colleges seniors are considering in an effort to recommend suitable matches
- Develop and maintain a robust network of college admission professionals through regular communication and high school visits from colleges and universities that best support first generation, low- income college students

College Department Team Member

- Assist with the administration of the SAT assessments (PSAT and SAT)
- Attend and give input on planning for overnight college trip for seniors
- Work with other members of the school-based college team to ensure alignment of summer opportunities and collect feedback from Alumni Counselor (when there are eventually alumni)
- Assist with specific projects and areas as determined by the Dean of College (based on expertise and knowledge base of college counselor).
- Additional duties as assigned

Other School-Based Responsibilities:

- Participate in school-wide professional development, grade-level teams, and school specific duties
- Support and participate in school-wide activities and programming
- Serve as an advisor for a group of 15-18 students
- Other ancillary duties as needed or assigned

The Individual

While there is no single formula for a great team member, 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 by sending your resume to our Talent lead, Rachele DiMeglio Adam (rdimeglio@npfeschools.org).



TEACHER - Elementary (Grades K-5)

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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 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

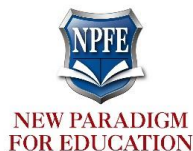
- Possess and implement knowledge of elementary pedagogy and core content (language arts, mathematics, science, and social studies)
- Write and implement lesson plans grounded in our curriculum, regularly incorporating constructive feedback
- Keep and use up-to-date data to monitor student progress and 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

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GSRP Assistant Teacher

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What You'll Do

NPFE seeks GSRP Assistant Teachers to support the implementation of positive and impactful instruction in a PreK setting. In partnership with Lead Teachers and Associate teachers, Assistant Teachers will deliver instruction using our PreK curriculum, establish strong relationships with students, families and co-workers, and ensure that their students are prepared for kindergarten in a safe and nurturing environment.

Job Requirements

- High school diploma

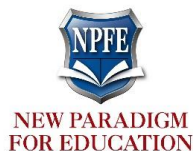
Duties & Responsibilities

- Works under the oversight of the classroom Lead Teacher as part of the GSRP teaching team
- Helps to facilitate the daily routine by supporting and delivering lessons and working with students.
- Becomes knowledgeable of the Creative Curriculum and Teaching Strategies Gold.
- Establishes a positive relationship with all co-workers and parents
- Adheres to all licensing and GSRP requirements
- Supports the classroom team members and the district team as needed
- Ancillary duties as needed or assigned

The Individual

While there is no single formula for a great GSRP team member, 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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GSRP Associate Teacher

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What You'll Do

NPFE seeks GSRP Associate Teachers to support the implementation of positive and impactful instruction in a PreK setting. In partnership with Lead Teachers, Associate teachers will deliver instruction using our PreK curriculum, establish strong relationships with students, families and co-workers, and ensure that their students are prepared for kindergarten in a safe and nurturing environment.

Job Requirements

- An Associates Degree (AA) in early childhood education or child development or equivalent; **and/OR**
- Classroom CDA credentials (Early Childhood)

Duties & Responsibilities

- Works under the oversight of and in partnership with the classroom Lead Teacher as part of a teaching team
- Helps to facilitate the daily routine in the classroom, delivering lessons and working with students
- Become knowledgeable of and implements the Creative Curriculum and Teaching Strategies Gold
- Establishes a positive relationship with all co-workers and parents
- Adheres to all licensing and GSRP requirements
- Supports the classroom team members and the district team as needed
- Ancillary duties as needed or assigned

The Individual

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PreK (GSRP) Lead Teacher

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What You'll Do

NPFE seeks GSRP Lead Teachers to provide positive and impactful instruction in a PreK setting. Lead Teachers will plan and deliver instruction using our PreK curriculum, establish strong relationships with students, families and co-workers, and ensure that their students are prepared for kindergarten in a safe and nurturing environment.

Job Requirements

- Must possess a Bachelor's degree in Early Childhood Education or Child Development or a similar field; **OR**
- Michigan Teaching Certificate with Early Childhood Education (ZA) endorsement; **OR**
- Michigan Teaching Certificate with Early Childhood & Special Education (ZS) Endorsement

Duties & Responsibilities

- Oversight of a Preschool classroom and is, or becomes, skilled and knowledgeable about Creative Curriculum
- Responsible for preparing lesson plans, interactive read alouds, and submitting anecdotal notes to the Preschool Director
- Along with the teaching team implements daily activities pertaining to Creative Curriculum and Teaching Strategies Gold
- Establishes a positive relationship and strong communication with all co-workers and parents
- Adheres to all licensing and GSRP requirements
- Supports the classroom team members and the district team as needed
- Ancillary duties as needed or assigned

The Individual

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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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LPN SCHOOL NURSE

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What You'll Do

NPFE seeks a Licenced Practical Nurse (LPN) School Nurse whose primary responsibility will be to provide health services to students when they are at school. For example, you'll treat injuries and mild to acute illnesses, or support students with chronic illnesses. You'll also help with preventive care by educating students on how to avoid communicable diseases and having proper hygiene. The LPN School Nurse will also support the implementation of protocols and procedures in relation to the COVID-19 pandemic and other health-related matters as needed.

Job Requirements

- LPN or RN (required)
- First Aid & CPR Certification (required)
- Three or more years of nursing experience
- Prior experience as a school nurse (preferred)

Duties & Responsibilities

- Assumes responsibility for appropriate assessment, planning, intervention, evaluation, management, and referral activities for students in the school district
- Provides for the promotion and maintenance of health as well as the prevention of illness and injuries
- Responsible for direct and indirect care given to students in compliance with school district policies, professional standards of practice, physician's orders, and the Individual Health Plan
- Assures NPFE is in compliance with mandated health service activities
- Documents, compiles and analyzes data for required reports on school health services
- Assures that school health services and activities are appropriately documented according to professional school nurse standards
- Assesses, plans, and evaluates the health services component of the coordinated health program

- Implements communicable disease control in the school, including implementation of protocols and ongoing monitoring
- Surveillance and participating in disease prevention and outbreak management within the school
- Serves as the health care consultant for school personnel, students and their parents/families
- Provides professional health leadership to administrators and school staff
- Coordinates the establishment of guidelines, procedures and training in First Aid/CPR
- Participates in development of school's emergency health and crisis plan if consulted
- Implements a system for the identification of students with chronic/acute health care needs; works in coordination with the Exceptional Children's program; review of student enrollment forms with health information

The Individual

While there is no single formula for a great LPN School Nurse, 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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TEACHER – Middle/High School (Grades 6-12)

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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

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SECURITY AND AT-RISK STUDENT ADVISOR

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What You'll Do

NPFE seeks an Security + At-Risk Student Advisor to ensure a safe and orderly environment in our school buildings and provide case management support to identified students through building high quality, supportive and challenging relationships, connections with other adults in their life, and holistic strategies for development and success. The Security + At-Risk Student Advisor utilizes strategies such as home visits, coordinating with classroom teachers and clinical professionals, familiarizing themselves with afterschool and out-of-school supports, etc., to develop a holistic understanding of students' learning, home, and social context. The Security + At-Risk Student Advisor must be able to work with multiple stakeholders, independently build strong relationships among them, and be self-directed in purpose while holding student achievement at the center.

Duties & Responsibilities

- Provide case management for targeted students who have had behavior infractions or are referred including intakes, connecting students with appropriate support and intervention, ongoing follow up, and building relationships with students' families, teachers, and other stakeholders
- Through home visits, relationship building, and other referral processes, identify, follow up with, and create intervention plans for students who have ongoing behavioral challenges
- Provide case management and oversight of the re-entry process for all students who are returning from a suspension or other long term leave of absence
- Track performance and achievement for caseload of students, driving additional intervention recommendations
- Patrol and monitor hallways, stairwells, toilet facilities, outside facilities, and other public and unsupervised places of the school to ensure the safety and well-being of students and staff and the security of the facility
- Ensure a smooth traffic flow of students through the hallways, assisting students with on-time arrival to class and to assigned locations
- Ensure and reinforce safety protocols throughout the building
- Remove disruptive students from classes when needed

- Assist the professional staff, police, and emergency personnel in handling emergencies or disruptive situations
- Encourage and ensure that students wear the appropriate attire
- Assist visitors with directions and secure proper identification
- Challenge unauthorized visitors and escort them to exits
- Report any discipline infractions, unauthorized visitors, and acts of vandalism to the Principal(s) and Superintendent
- Notify the building administration, police, and/or appropriate emergency personnel of any emergency, potentially dangerous, or unusual situations
- Notify immediately appropriate personnel of evidence of substance abuse, child abuse, child neglect, severe medical or social conditions, potential suicide or individuals appearing to be under the influence of alcohol and controlled substances
- Display ethical and professional behavior, and a relationship building posture, in working with students, parents, school personnel, and outside agencies associated with the school
- Protect confidentiality of records and information about staff, and use discretion when sharing any such information within legal confines
- Other ancillary duties as assigned or needed

The Individual

While there is no single formula for a great Security & At-Risk Student Advisor, 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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SECURITY TEAM MEMBER

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What You'll Do

NPFE seeks a Security Team Member to assist the professional staff with the safety of students and staff, the security of the facilities, and model and reinforce responsibility and safety for all present in NPFE buildings, especially students.

Job Requirements

- High school diploma or equivalent
- Three (3) years of experience as a security officer and evidence of successful experience working with students highly preferred
- Valid driver's license with no serious violations
- Excellent integrity and good moral character and initiative
- Ability to communicate effectively - both verbally and in writing
- Ability to fulfill the job functions and responsibilities including lifting heavy items, physically patrolling and monitoring the school grounds, etc.

Duties & Responsibilities

- Patrols and monitors hallways, stairwells, toilet facilities, outside facilities, and other public and unsupervised places of the school to ensure the safety and well-being of students and staff and the security of the facility
- Ensures a smooth traffic flow of students through the hallways, assisting students with on-time arrival to class and to assigned locations
- Ensures and reinforces safety protocols throughout the building
- Removes disruptive students from classes when needed
- Assists the professional staff, police, and emergency personnel in handling emergencies or disruptive situations
- Encourages and ensures that students wear the appropriate attire
- Assists visitors with directions and secure proper identification
- Challenges unauthorized visitors and escort them to exits;

- Reports any discipline infractions, unauthorized visitors, and acts of vandalism to the Principal(s) and Superintendent
- Notifies the building administration, police, and/or appropriate emergency personnel of any emergency, potentially dangerous, or unusual situations
- Notifies immediately appropriate personnel of evidence of substance abuse, child abuse, child neglect, severe medical or social conditions, potential suicide or individuals appearing to be under the influence of alcohol and controlled substances
- Displays ethical and professional behavior in working with students, parents, school personnel, and outside agencies associated with the school
- Protects confidentiality of records and information about staff, and use discretion when sharing any such information within legal confines; and
- Other ancillary duties as assigned or needed.

The Individual

While there is no single formula for a great Security Team Member, 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

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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!

+EDUCATIONAL SERVICE PROVIDER AGREEMENT

**MANAGEMENT AGREEMENT BETWEEN
DETROIT EDISON PUBLIC SCHOOL ACADEMY
AND
NEW PARADIGM FOR EDUCATION**

This Management Agreement (the “Agreement”) is 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 the Michigan Nonprofit Corporation Act (Public Act 162 of 1982, as amended) and Detroit Edison Public School Academy (the “Academy” a body corporate and public school academy, by and through the Academy Board (the “Board,”).

RECITALS

The Academy is a public school academy under the Michigan Revised School Code (“the Code”) and has been issued a contract (the “Contract”) from Oakland University Board of Regents (the “Authorizer”) to operate as a public school academy.

NPFE provides educational services and staffing to public school academies.

The Academy desires to contract with NPFE for NPFE to provide certain educational, staffing and other related services to the Academy on the terms and conditions contained herein.

NPFE desires to provide such services to the Academy on the terms and conditions contained herein.

The Academy and NPFE desire to create a partnership whereby the Academy and NPFE will work together to promote educational excellence and innovation based on NPFE school design, comprehensive Educational Programs, and management principles.

The Academy and NPFE, desire to establish this arrangement for the management and operation of the Academy. It is mutually agreed as follows:

ARTICLE I

CONTRACTUAL RELATIONSHIP

A. Authority. The Academy represents that it is authorized by applicable law to contract with a private entity. That entity will provide educational, business administration and management services.

B. Contract. The Academy hereby contracts with NPFE, to the extent permitted by law, for the provision of all functions relating to educational services and the management and operation of

the Academy in accordance with the terms of this Agreement. 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 issued by the Authorizer.

C. Status of the Parties. NPFE is a Michigan corporation as described above and is not a division or part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of NPFE. The relationship between both parties is based solely on the terms of this Agreement. No agent or employee of NPFE shall be determined to be the agent or employee of the Academy, except as expressly acknowledged in writing by the Academy. Except as it regards the indemnification agreed to between the parties as described herein, NPFE will be solely responsible for its acts and the acts of its agents, employees, and subcontractors.

D. NPFE Authorized Access to Information. Notwithstanding the foregoing, the Academy designates the employees of NPFE as agents of the Academy for the limited purpose of allowing them access to educational records under 20 U.S.C. 1232g, the Family Educational Rights and Privacy Act ("FERPA"), to the extent they have a legitimate educational interest in doing so. If NPFE receives information that is part of a pupil's education records from any source as permitted under the Code, NPFE shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136.

E. Obligations of the Board. The Board is the governing body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term "Board" and the term "Academy" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/ section. The 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. It shall be the responsibility of the Board to authorize payment of budgeted costs and expenses and other obligations as approved and modified by the Board, from time to time. No provision hereof shall be deemed to interfere with the Board's duty to exercise its constitutional, statutory, contractual and fiduciary responsibilities governing the operation of the Academy, or prohibit the 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, MCL 15.261 *et seq.* No provision hereof shall be deemed to interfere with the Board's duties under the Contract, nor shall the Board's duties under the Contract be limited or rendered impossible by action or inaction of NPFE.

ARTICLE II

TERM

The Term will be for a five (5) year period beginning July 1, 2022 and ending June 30, 2027 (the "Term"), subject to earlier termination under Article X, and further subject to unilateral termination by the Academy, with or without cause, and without penalty, on the third

anniversary date of this Agreement. In addition, the Academy will have the option to renew the term concurrent with each term of its charter contract, contingent upon authorizer non-disapproval. In addition, this Agreement is contingent upon NPFE assigning Ralph Bland as Superintendent of the Academy, and NPFE shall require Ralph Bland to use .75 FTE of his time serving as Superintendent of the Academy, for the term of this Agreement.

ARTICLE III

FUNCTION OF NPFE

A. Responsibility. NPFE will collaborate with DEPSA CAO and shall be responsible and accountable to the Academy for the educational services, management, and operation of the Academy as set forth in this Agreement. NPFE shall provide information to the Board upon request to enable the Board to monitor NPFE's performance and the efficiency of its operation of the Academy. NPFE's responsibility is expressly limited by: (i) the budget approved by the Board pursuant to the terms of this Agreement, and (ii) the availability of the State funding to pay for said services.

B. Educational Program. NPFE agrees to collaborate with the CAO on the implementation of the Educational Program as stated in the Contract (the "Educational Program"), as designed by NPFE in cooperation with the Board. The Educational Program may be adapted and modified, from time to time, with prior Board approval and in conjunction with the Contract.

C. Specific Functions. NPFE will be responsible for working with the CAO regarding the Educational Program, operation and management of the Academy. Such services include, but are not limited to, the following which may, from time to time, be specified and agreed upon by NPFE and the Academy:

1. Budget preparation and financial management services;
2. Development of salary schedules, implementation of a benefit package, and provision of payroll service;
3. With prior Board approval, applying for annual cash flow notes, or other financing, applying for fixed furniture and equipment leases ("FF&E") and applying for and drawing down any 31A or Title funds;
4. Obtaining proper bids and quotes for FF&E;
5. Acquisition of instructional and non-instructional materials, equipment and supplies;

6. Selection, employment and supervision of all teachers and staff and the personnel management services necessary to support those employees (record keeping, wage and benefits, administration, training and technical assistance);
7. Oversight of food service management;
8. Risk management;
9. Facilities maintenance, which shall include, but is not limited to the following: building maintenance, snow removal, grass cutting/grounds maintenance, and parking lot maintenance;
10. Oversight of facilities construction and/or renovation;
11. Compliance, including but not limited to preparing annual budget/financial plans, preparing and/or assisting in the creation of membership reports and annual reports, assisting in annual audits (not including financial audits) and preparing an Asbestos Management Plan (AHERA);
12. Preparation of required Authorizer local, state and federal reports;
13. Preparation of applications for grants and special programs with prior Board approval;
14. Recommendation of policies governing operations of the Academy and implementation of policies as approved by the Board;
15. Prepare and present to the Board strategic plans for continuing educational and financial benefit to the Academy;
16. Preparation and enforcement of student codes of conduct and policies approved by the Board;
17. Any other function necessary or expedient for the administration of the Academy with Approval from the Board.

D. Subcontracts. NPFE reserves the right to subcontract any and all services to be or currently being provided to the Academy, including, but not limited to, food service, payroll and/or any computer services. However, NPFE shall not subcontract the management oversight, staffing, or operations of the teaching and instructional program, except as specifically permitted in the Agreement or with prior Board approval. Regardless of whether NPFE subcontracts for the provision of any services, NPFE shall be and remain responsible and accountable to the Board for all services contemplated under this Agreement.

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

F. Acquisition. All acquisitions made by NPFE on behalf of, or as an agent of, the Academy including, but not limited to, equipment, materials and supplies shall be and remain the property of the Academy. NPFE will comply with sections 1267 and 1274 of the Code as if the Academy were making these purchases directly from a third party supplier. In so doing, NPFE shall not include any added fees or charges to the cost of the equipment, materials and supplies purchased from third parties.

G. Student Recruitment. NPFE, along with the Academy, shall be jointly responsible for the recruitment of students. This recruitment is subject to agreement on general recruitment and admission policies and in compliance with the Contract, the Code and other applicable law.

H. Due Process Hearings. NPFE shall provide student due process hearings in conformity with the requirements of the Contract, state and federal law, and applicable Academy policy regarding discipline, including but not limited to those contractual provisions, policies and laws governing the discipline of special education students, students subject to a Section 504 plan, and the confidentiality of and access to student educational records. The Board shall retain the authority to provide due process as required by law and/or in accordance with Academy policy.

I. Legal Requirements. The Educational Program shall be provided by NPFE in accordance with federal, state and local laws and regulations, and the requirements imposed by the Contract and the Code, unless such requirements are waived in writing by a party authorized to grant such waiver.

J. Rules and Procedure. NPFE shall recommend to the Board reasonable rules, regulations and procedures applicable to the Academy. NPFE is authorized and directed to enforce the rules, regulations and procedures approved by the Board.

K. School Year and School Day. The school year and the school day schedule shall be as provided in the Contract and as approved by the Board pursuant to applicable law.

L. Contract with the Authorizer. NPFE will not act in a manner which would cause the Academy to be in breach of the Contract.

M. Annual Budget Preparation. NPFE will develop a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et. seq. and in a form satisfactory to the Board and to the Authorizer. The Board requires, at a minimum, the following: (1) The proposed budget shall contain object level detail and comply with public accounting standards applicable to public schools 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; and (3) The proposed budget shall be submitted to the Board by NPFE and the appropriate Board retained professionals for approval not later than 30 days prior to the date when the approved budget is required to be submitted to the Authorizer.

N. Financial Reporting. On not less than a monthly basis, NPFE will provide appropriate financial statements of type, form and content standard in the industry that are not more than thirty (30) days in arrears. NPFE acknowledges the following expectations of the Authorizer: (1) The financial statements shall include a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of the budget to actual revenues (2) The financial statement shall include explanations of the variances from the approved budget, and a cash flow statement; and (3) The financial statement shall contain recommendations for necessary budget corrections and shall be provided to all Board members at least five (5) calendar days in advance of the Board meeting to allow time for review prior to the meeting. NPFE shall provide special reports as necessary to keep the Board informed of changing conditions.

O. Operational Reporting. Upon the reasonable request of the Board, NPFE will provide written reports to the Board on any topic of Academy activity or operations included in 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 Board and NPFE mutually agree upon an extended timetable.

P. Audit Report Information. NPFE will make all of its financial and other records related to the Academy available to the Academy, and the independent auditor selected by the Board.

Q. Access to Records. NPFE shall keep accurate financial, educational, and student records pertaining to its operation of the Academy and shall retain all of these records in accordance with applicable state and federal requirements. Financial, educational, and student records directly pertaining to the Academy are Academy property and are subject to the provisions of the Michigan Freedom of Information Act. All such financial, educational, and student records that are now, or may in the future, come in to possession of NPFE remain the Academy records and are required to be returned by NPFE to the Academy upon demand. 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 the appropriate request, at the Academy's physical facilities. NPFE may follow any Board approved record retention and destruction policy. NPFE shall make information concerning the operation and management of the Academy, including without limitation but not limited to the information described in Schedule 4, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract and applicable law. Except as permitted under the Contract and applicable law, NPFE shall not restrict the University's or the public's access to the Academy's records.

ARTICLE IV

OBLIGATIONS OF THE BOARD

The Board shall be responsible for its academic and fiscal policy, and shall exercise good faith in considering the recommendations of NPFE and the Academy Administration , including but not limited to NPFE recommendations concerning policies, rules, regulations, procedures, curriculum, budgets and fund raising. It shall be the responsibility of the Board to authorize payment of budgeted costs and expenses and other obligations approved by the Board. It shall be the sole obligation of the Board to select and retain an independent auditor for the Academy and to select and retain independent legal counsel for the Academy. The Board shall be solely responsible for determining whether to assert, not assert, waive, or not waive its governmental immunity. No provision of this Agreement shall interfere with the Board's duty to exercise its constitutional, statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the 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.

ARTICLE V

NON-GOVERNMENTAL SOLICITATION OF FUNDS

NPFE shall seek Board approval prior to solicitation of non-governmental funds, donations or contributions on behalf of the Academy. Any such funds so received may only be used in accordance with applicable law, applicable donor restrictions, or as otherwise approved by the Board.

ARTICLE VI

FINANCIAL ARRANGEMENTS

A. Compensation for Services. During the term of this Agreement, the Academy shall pay NPFE a fee of eight percent (8%) of the total state school aid that the State of Michigan determines the Academy is entitled to receive pursuant to the State School Aid Act of 1979, as amended, for the particular students enrolled in the Academy (“SSA”) and the 31A-At Risk, Title I, 11A, IID and V program funds, or NPFE’s actual costs and expenses, subject to the reduction for use of space set forth below in subsection G. The SSA may change according to overall changes in the student allocations by the State of Michigan. From July 1, 2022 through June 30, 2024 at no time shall the fee be less than \$800,000.00 or more than \$1,600,000.00, which is twice the minimum, and, from July 1, 2024 through June 30, 2027, at no time shall the fee be less than \$640,000 or more than \$1,280,000.00, which is twice the minimum. This fee may be waived in writing at the sole discretion of NPFE.

B. Not Related Parties or Common Control. NPFE will not have any role or relationship with the Academy that, in effect, substantially limits the Academy’s ability to exercise its rights,

including cancellation rights, under this Agreement. As required by the Academy's Articles of Incorporation, and as required by the Contract, the Board may not include any director, officer or employee of a management company that contracts with the Academy.

C. Payment of Costs. The Academy shall reimburse NPFE for costs paid by NPFE for the benefit of the Academy upon properly presented documentation to the Board and Board approval, provided such costs are consistent with the Academy budget and any amendment thereto approved by the Board. Such costs include, but are not limited to: advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of NPFE employees assigned to the Academy to provide goods and services to the Academy, building payments, maintenance, and capital improvements. To the extent NPFE develops any new Educational Program or related materials, it will do so in collaboration with the DEPSA CAO and with prior approval of the DEPSA CAO. The Academy will not reimburse NPFE for any corporate, overhead costs incurred or paid by NPFE as a result of services provided or actions taken pursuant to this Agreement, except as otherwise specifically provided in this Agreement or approved by the Board. Marketing and development 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 nor any other corporate costs of NPFE. Additionally, NPFE shall reimburse the Academy for any and all NPFE-incurred costs of telephone and internet service, postal meter use, paper use and printing services.

The Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. In addition, the Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.

D. Time and Priority of Payments. The fee due to NPFE shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. NPFE shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each year and ending in August of each school year. Such installment amount shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA. Payments due and owing to NPFE shall be made by the Academy to NPFE on or before the last day of each month.

E. Annual Audit. The Board shall select, retain, and pay for an independent annual financial audit in accordance with the Contract and applicable state law.

F. Payment of Academy Funds. All funds received by the Academy shall be placed in the Academy's depository account as required by law. The signatories on the depository account shall solely be Board members and/or individuals properly designated annually by Board resolution. Interest income earned on Academy depository accounts shall accrue to the Academy.

G. NPFE Use of Academy Office Space. The Academy shall permit NPFE to use the following Academy office space: the spaces commonly known as the Office of the Chief

Financial Officer, the Finance Department, the Office of Ralph Bland, Academy conference rooms as available, the Human Resources Department, the Media Center as available, NPFE Professional Development space as available, the Office of the Director of Technology, the Administrative Office, the Office of the Director of Achievement and the Office of the Director of Curriculum, and additional space at the High School as needed. During the term of this Agreement, NPFE shall compensate the Academy for NPFE's use of this Academy office space through a reduction of the relevant fee calculated for the specific school year pursuant to Article VI, Section A by 2 percent (2%).

ARTICLE VII

PROPRIETARY INFORMATION

The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the Academy and paid for with Academy funds; (b) are or were developed by NPFE at the direction of the Board using Academy funds for the specific purpose of developing such curriculum or educational materials; or (c) are developed by the DEPSA CAO. Notwithstanding anything else herein, the parties acknowledge and agree that NPFE's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

ARTICLE VIII

PERSONNEL AND TRAINING

A. Personnel Responsibility. NPFE shall, in cooperation with the Academy, subject to the Contract, and Board policies, recommend to the Board staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included with the contract. NPFE shall at all times be the sole employer of staff of the Academy. This Agreement is at all times contingent upon Ralph Bland being assigned to the Academy as its highest ranking administrator and Ralph Bland exclusively devoting his working time and attention to the Academy unless the Academy's Board of Directors resolves otherwise.

B. Principal. The Principal will be an employee of NPFE and NPFE will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The employment contract with the Principal will be determined by NPFE. The Principal will hold all required certifications as required by the code or other applicable law.

C. Teachers. NPFE has the authority to select and hold accountable teachers assigned to the Academy. The Board shall determine the number of teachers, applicable grade levels, and subjects of the Academy. NPFE shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Board in accordance with the Board

approved budget and the Contract. The curriculum taught by such teachers shall be the curriculum set forth by the Contract. Such teachers may, at the discretion of NPFE, work on a full or part-time basis. Part-time teachers' salaries and any benefits will be pro-rated in the Academy's budget. Each teacher assigned or retained to the Academy, shall hold a valid teaching certificate issued by the State Board of Education under the Code or be credentialed as may otherwise be required or permitted by applicable law and shall have undergone a criminal background and record check and unprofessional conduct check, as required under the Code. Teachers employed by NPFE shall not be considered teachers for purposes of continuing tenure under MCLA 38.71 *et seq.*

D. Support Staff. The Board 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 Board in accordance with the Board approved budget. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel and the like.

E. Employer of Personnel. All teaching, support staff and instructional personnel performing functions on behalf of the Academy shall be employees of NPFE except that substitutes may be provided through a Board-authorized subcontractor, NPFE, or the Academy. Compensation of all employees of NPFE shall be paid by NPFE. For purposes of this Agreement, compensation shall include salary, fringe benefits, and state and federal tax withholdings. NPFE shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, NPFE shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Evaluation and compensation systems administered by NPFE shall comply with the Code and any other applicable laws. The Board must be informed of the level of compensation and fringe benefits provided to employees of NPFE assigned to the Academy. NPFE will be responsible for conducting criminal background checks and unprofessional conduct checks on all employees it places at the Academy, as if it were a public school academy under the Code.

F. Leased Employees. If at any time during the Term of this Agreement NPFE leases employees to the Academy, NPFE shall ensure that its contract with the employee leasing company states that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations. NPFE shall provide legal confirmation to the Board that the employment structure qualifies as employee leasing.

G. Compliance with Oakland Educational Service Provider Policies. In accordance with the Education Service Provider Policies of the Authorizer, this Agreement does not contain, nor shall NPFE require, any non-competition, no-hire or any similar provisions prohibiting or restricting NPFE employees assigned to the Academy from entering into employment agreements with the Academy directly, or another educational service provider servicing the Academy, in the event this Agreement expires and is not renewed, or is otherwise terminated.

ARTICLE IX

ADDITIONAL PROGRAMS

A. Additional Programs. The services provided by NPFE to the Academy under this Agreement must be consist with the Educational Program as set forth in the Contract. With prior approval of the Board, NPFE may provide additional programs including, but not limited to, adult and community education, summer school, and other special programs. Compensation to NPFE for such additional programs shall be determined prior to implementation of such additional programs and approved by the Board in the form of an amendment to this Agreement.

B. Food Service and Transportation. If approved by the Board, the students may be provided a catered lunch program under the normal school lunch program. NPFE will not provide transportation services to the students of the Academy.

ARTICLE X

TERMINATION OF AGREEMENT

A. Termination by NPFE. NPFE may terminate the Agreement with cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within sixty (60) days' notice from NPFE. A material breach may include, but is not limited to: failure to make payments to NPFE as required by this Agreement, and which were not otherwise waived, or unreasonable failure to adhere to the personnel, or similar material recommendations, of NPFE.

B. Termination by the Academy. The Academy may terminate this Agreement as provided in Article II or prior to the end of the term in the event that NPFE should fail to remedy a material breach within sixty (60) days' notice from the Academy. Material breach may include, but is not limited to: violation of this Agreement, violation of the Academy's Contract with the Authorizer, failure to account for its expenditures or to pay operating costs (providing funds are available to do so), unreasonable failure to meet performance standards, or any action or inaction by NPFE that places the Contract in jeopardy.

C. 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 the renegotiating of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within thirty (30) days after notice, the party requiring the renegotiation may terminate the Agreement on thirty (30) days written notice.

D. Termination of Charter Contract. This Agreement will immediately terminate if the Academy ceases to be a party to the Contract. Notwithstanding the foregoing, this Agreement

will continue to be in effect until the termination date set forth in Article II if the Academy enters into a subsequent Contract.

E. Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year in which the notice of termination is issued.

F. Removal of Personal Property. Upon termination or expiration of this Agreement, NPFE may, at the Academy's option, either (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided the Academy at NPFE's expense; or (b) be paid the lesser of the fair market value or the depreciated net book value of such equipment. Equipment and other assets owned by the Academy or leased by the Academy from third parties shall remain the property of the Academy.

ARTICLE XI

INDEMNIFICATION

To the extent permitted by law, and without waiving any governmental and other immunities, each party to this Agreement does hereby agree to indemnify and hold the other party (each an "Indemnified Party"), harmless from and against any and all claims, actions, damages, expenses, losses or awards which arise out of each party's own negligence (or, in the case of the Academy, its gross negligence). Such indemnification is extended to each Board member in their capacity as a Board member, and not in an individual capacity. Notwithstanding the above, the Academy shall not indemnify or hold harmless NPFE from any claims or other forms of liability that arise out of any intentional torts or gross negligence caused by NPFE. Additionally, NPFE shall not indemnify or hold harmless the Academy from any claims or other forms of liability that arise out of any intentional torts or gross negligence caused by the Board.

ARTICLE XII

INSURANCE COVERAGE

NPFE and the Academy shall secure and maintain such policies of insurance coverage required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). However, where the building and related capital facilities are the property of the Academy, the Academy shall cover its property with insurance. The Academy and NPFE shall also maintain such insurance as shall be necessary to indemnify each other as provided in this Agreement. Each party shall, upon request, present evidence to the other 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), to the extent practicable. NPFE will list the Academy as an additional named insured on its insurance policies. In the event that M.U.S.I.C. requests any change in coverage by NPFE, NPFE agrees to comply with any change in the type or amount of coverage as requested by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

NPFE's insurance is separate from and in addition to the insurance the Board is required to obtain under the Contract.

Each party shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Contract or applicable law). In addition, the Academy shall maintain an umbrella policy of two million dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Contract or applicable law).

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

ARTICLE XIII

WARRANTIES AND REPRESENTATIONS

A. Academy Warranties and Representations. The 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 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. The Board shall budget adequate resources to fulfill its requirements under this agreement which may include, but is not limited to: oversight of NPFE, negotiation of the Contract and any amendments, payment of staff costs, insurance required under the Academy's lease, this agreement, and the Contract, annual financial audit, the Board's legal counsel, consultants, recording secretary and any other cost necessary for Board operations.

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

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

ARTICLE XIV

MISCELLANEOUS

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

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered, or otherwise made impracticable, or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either's control, and which cannot be overcome by reasonable diligence and without unusual expense.

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:

Detroit Edison Public School Academy
1903 Wilkins
Detroit, Michigan 48207

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

New Paradigm For Education
19785 West 12 Mile Road # 587
Southfield Michigan 48076

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. Agreement in Entirety. This Agreement (including attachments, if any) constitutes the entire agreement of the parties.

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

G. Assignment. This Agreement shall not be assigned by either party without prior written consent of the other party.

H. Amendment. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Authorizer's Educational Service Provider Policies.

I. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall any waiver constitute a continuing waiver unless otherwise expressly stated, in writing.

J. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

K. Survival of Termination. All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

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

M. Compliance with Charter Contract. The parties to this Agreement agree to comply with the terms and conditions set forth in the Contract.

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

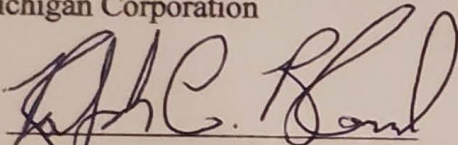
O. Revocation or Termination of Contract. If the Academy's Contract issued by the Oakland University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties.

P. 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 Academy's Contract issued by Oakland University Board of Trustees. The provisions of the Academy's Contract, including any and all schedules and appendices thereto and all policies adopted by the Authorizer shall supersede any competing or conflicting provisions contained in this Agreement.

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

IN WITNESS WHEREOF, the undersigned have executed this Amended and Re-Styled Agreement as of the date and year below.

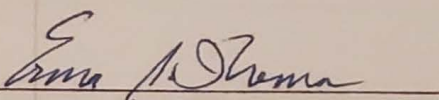
NEW PARADIGM FOR EDUCATION
a Michigan Corporation

BY: 

ITS: CEO

DATE: 7-11-2022

**DETROIT EDISON PUBLIC SCHOOL
ACADEMY**

BY: 

ITS: Board President

DATE: 7-11-2022

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.

- Physical Plant Description
- Site Plan
- Floor Plan
- Certificate of Use and Occupancy
- Building Lease

1. Applicable Law requires that a public school academy application and contract must contain a description 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 site and physical plants are as follows:

Elementary School Address: 1903 Wilkins
Detroit, MI 48207

Description: The elementary school facility is approximately 127,000 square feet. The structure is a two story building and includes a gymnasium, health clinic, and playground. The facility also has a media center, preschool classrooms in addition to its classroom space.

Configuration of Grade Levels: Pre-Kindergarten through Eighth Grade.

High School Address: 3402 St. Aubin
Detroit, MI 48207

Description: The high school facility is approximately 60,000 square feet and is a single story building. The facility includes a gymnasium, media center, and cafeteria in addition to its classroom space.

Configuration of Grade Levels: Ninth through Twelfth Grade.

Term of Use: Term of Contract.

Name of the School District and Intermediate School District:

Local: Detroit Public Schools

ISD: Wayne RESA

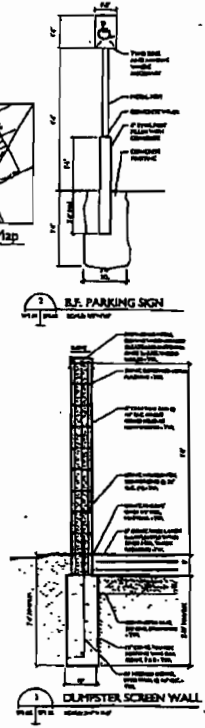
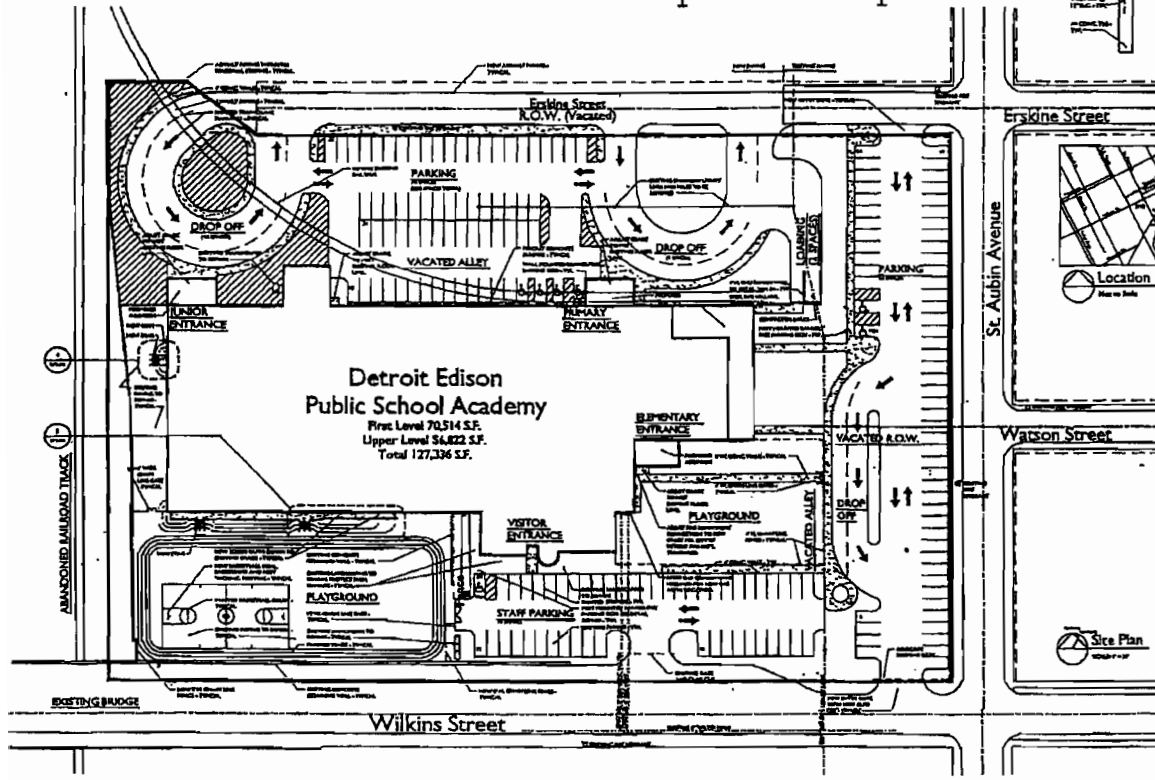
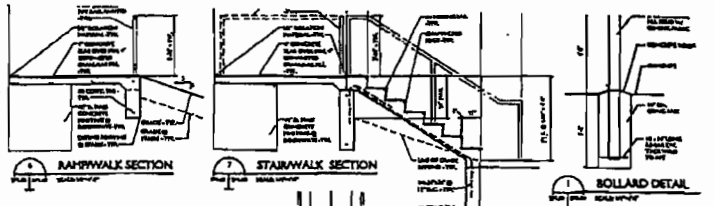
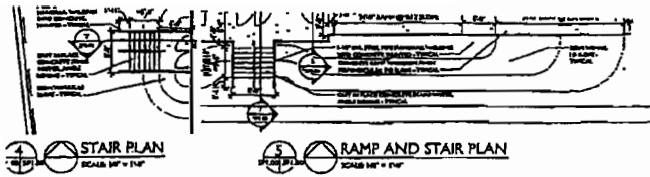
3. It is acknowledged and agreed that the following information about this Site is provided on the following pages, or must be provided to the satisfaction of the University Board, before the Academy may operate as a public school in this state.

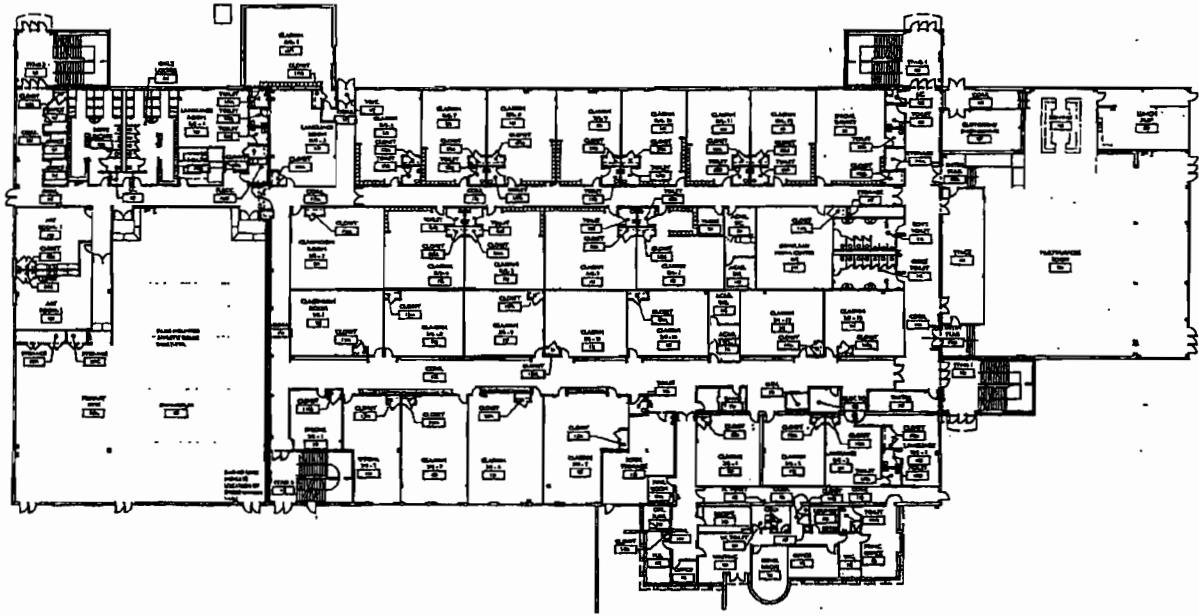
- A. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement


4. In addition, the academy and the University 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 physical facility. These approvals must be provided and be acceptable to the University Board or its

designee prior to the Academy operating as a public schools. In cases of disagreement, the Academy may not begin operations without consent of the University Board.

5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University 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 University 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 University, and the amendment regarding the new site has been executed.
6. The Academy agrees to comply with the single site restriction 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.



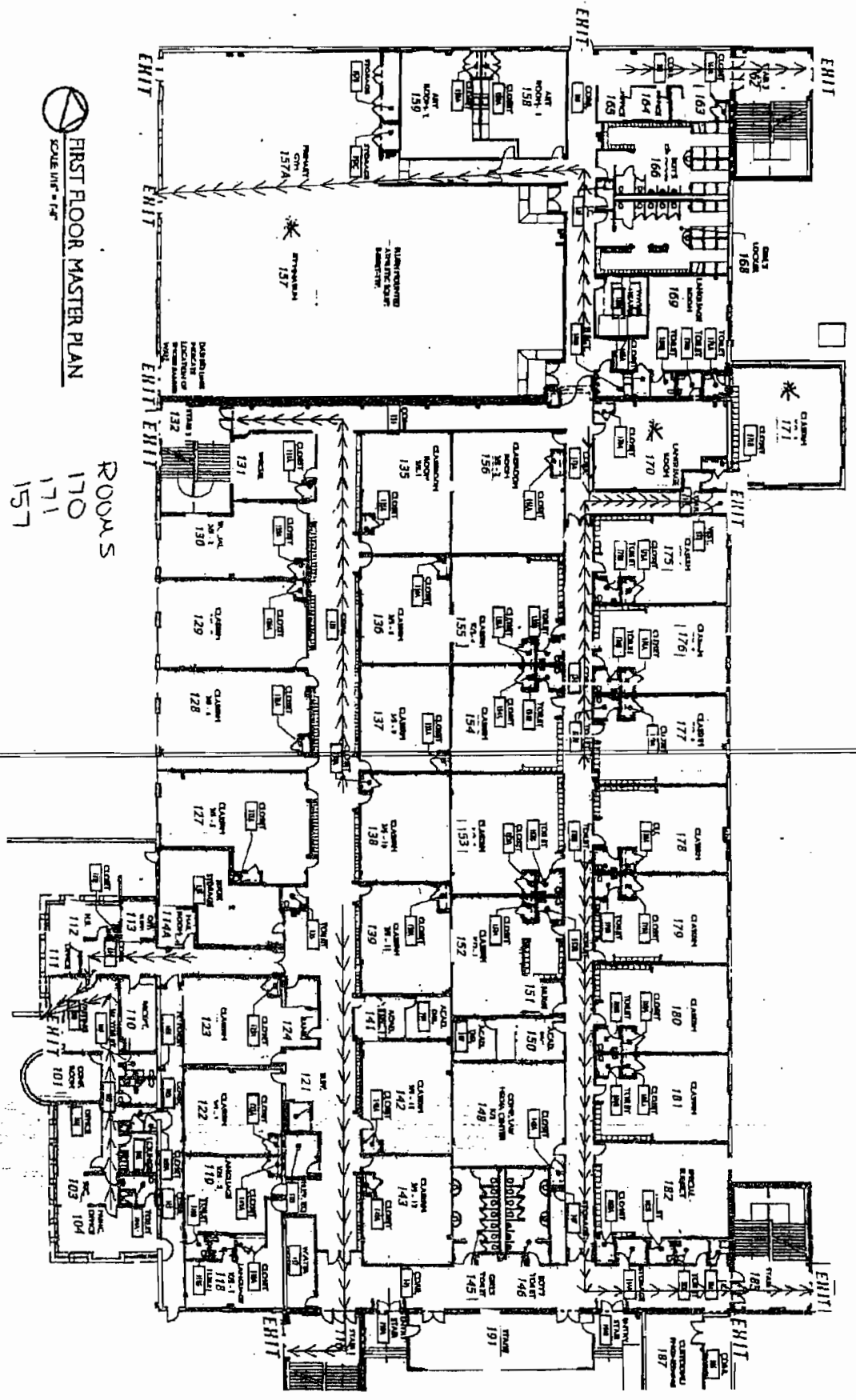


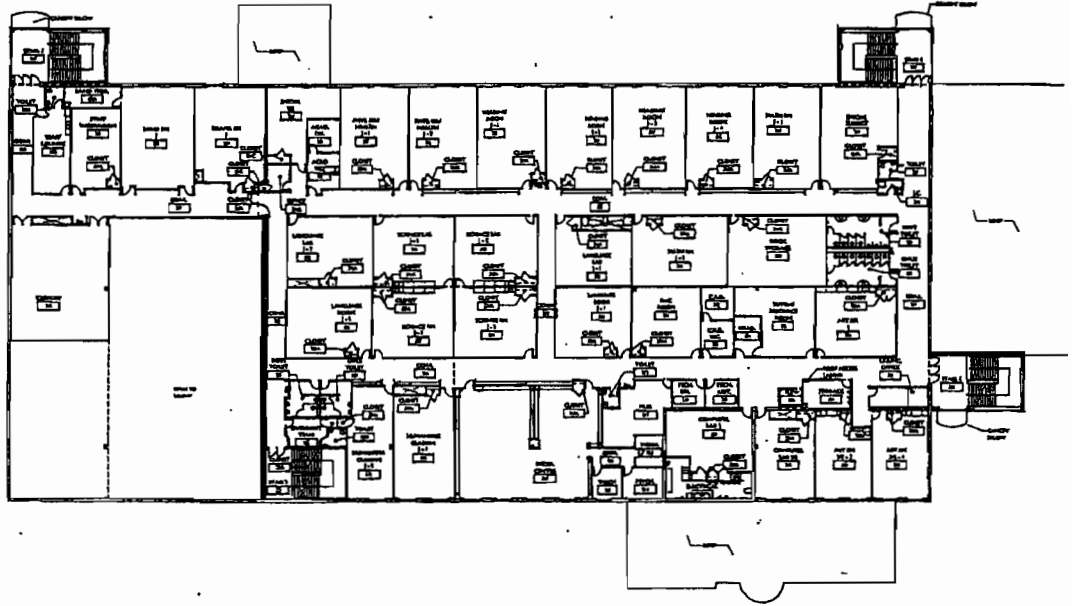
 **FIRST FLOOR MASTER PLAN**
Scale: 1/8" = 1'-0"

BOWERS & REIN ASSOCIATES, INC.	
Architecture • Planning Interior Design Landscape Architecture Urban Design Transportation Planning	
DETROIT EDISON PUBLIC SCHOOLS ACADEMY 1000 WOODWARD AVENUE DETROIT, MICHIGAN	
Project Number 03-701	Date 03/11/11
Drawn By J. BOWERS	Checked By J. BOWERS
Date 03/11/11	Scale 1/8" = 1'-0"
Sheet Number A1.10	Total Sheets 10

FIRST FLOOR MASTER PLAN
SCALE 1/8" = 1'-0"

- ROOMS
170
171
157

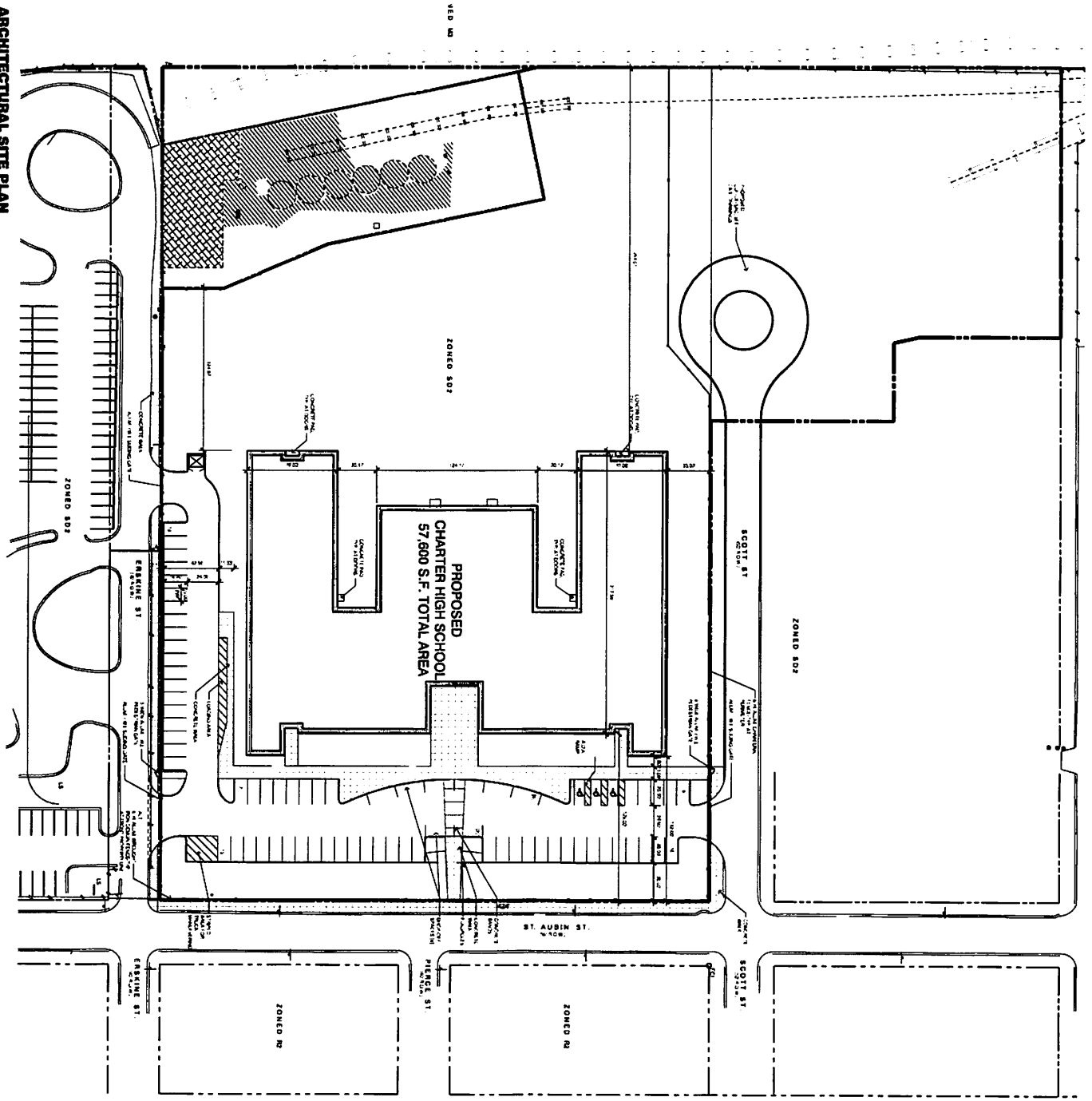
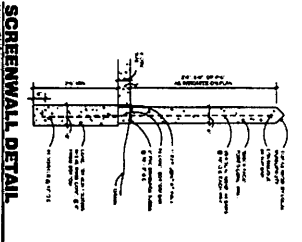
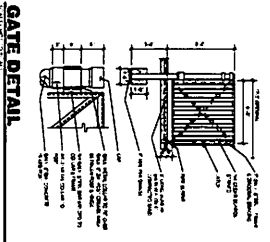




 SECOND FLOOR MASTER PLAN
SCALE: 1/4" = 1'-0"



SITE SUMMARY	
PROJECT NAME	PROPOSED HIGH SCHOOL FOR DETROIT EDISON PUBLIC SCHOOL ACADEMY
CLIENT	DETROIT EDISON PUBLIC SCHOOLS
LOCATION	4400 EAST 12TH AVE, DETROIT, MI 48202
DATE	NOVEMBER 2011
SCALE	AS SHOWN
DESIGNED BY	THE COMMUNITY GROUP AIA
DRAWN BY	THE COMMUNITY GROUP AIA
CHECKED BY	THE COMMUNITY GROUP AIA
APPROVED BY	THE COMMUNITY GROUP AIA



SCREENWALL DETAIL

ARCHITECTURAL SITE PLAN

11/20/11
 475 1700
 11/20/11
C1.1
 11/20/11

ARCHITECTURAL SITE PLAN
 PROPOSED HIGH SCHOOL FOR:
DETROIT EDISON PUBLIC SCHOOL ACADEMY
 Detroit, Michigan

the
 community
 group
AIA
 architects • planners • consultants
 4438 CASS AVENUE
 DETROIT, MICHIGAN 48202
 (313) 736-0000
 FAX (313) 736-0004

NO.	REVISION	DATE

PLANTING SCHEDULE

Symbol	Common Name	Botanical Name	Native	Appl.
HL 8	Samburil Honey Locust	Gleditsia triacanthos Samburil*	Yes	3" Cal.
RB 1	Redbud	Cercis canadensis	Yes	6" Hgt.
MH 9	Madigan Holly	Ilex verticillata	Yes	30" Spd.
WH 1	Washington Hawthorne	Crataegus phaenopynum	Yes	5' Hgt.
BH 5	Bar Harbor Juniper	Juniperus horizontalis Bar Harbor*	Yes	30" Spd.
BS 18	Brown-Eyed Susan	Rudbeckia triloba	Yes	1'1' Gd.
WB 25	Wahoo Burning Bush	Euonymus alatus	Yes	36" Spd.
HY 4	Hick & Yew	Taxus x media 'HickY'	No	30" Spd.
PO 15	Pin Oak	Quercus palustris	Yes	3" Cal.
BP 5	Bradford Pear	Pyrus callidona	No	12' Hgt.
DL 13	Day Lily	Lilium candidum 'Farel'	No	3" Cal.
SH 9	Samburil Honey Locust	Gleditsia triacanthos Samburil*	Yes	3" Cal.
B 14	Bowwood			
SH 9	Shilo Heata			
BG	Blue Flag Iris Ground Cover	Iris versicolor	Yes	18" Gd.
SOD	Scotch Broom	Sarothamnus scopulorum	Yes	3' Gd.
ZG 4	Zinnia	Zinnia mexicana	No	18" Gd.

Planting Notes

1. All plants are to be installed in accordance with the American Nursery & Landscape Association (ANLA) standards for planting and maintenance.

2. All plants are to be installed in accordance with the Michigan Department of Natural Resources (MDNR) standards for planting and maintenance.

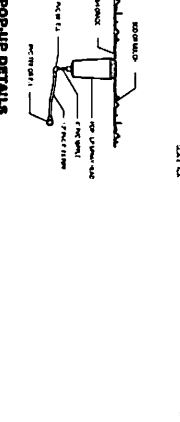
3. All plants are to be installed in accordance with the Detroit Public Schools (DPS) standards for planting and maintenance.

4. All plants are to be installed in accordance with the City of Detroit standards for planting and maintenance.

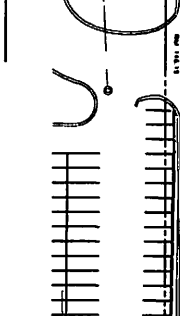
5. All plants are to be installed in accordance with the State of Michigan standards for planting and maintenance.

PLANTING DETAILS

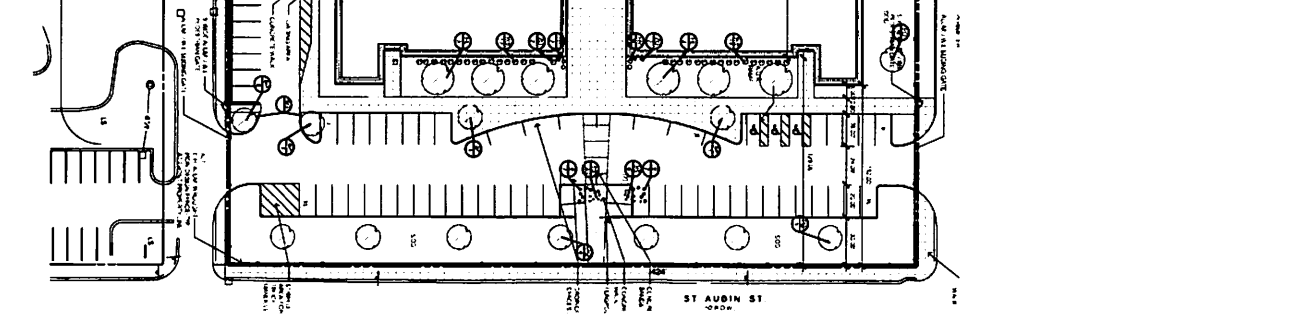
SHRUB / GROUND COVER DETAIL



POP-UP DETAILS



LANDSCAPE PLAN



REVISION	DATE

the arnott group ALA
 architects • planners • consultants

9930 CASH AVE. #200
 WYOMING, MICHIGAN 48397
 TEL: 248.746.4800
 FAX: 248.746.4801

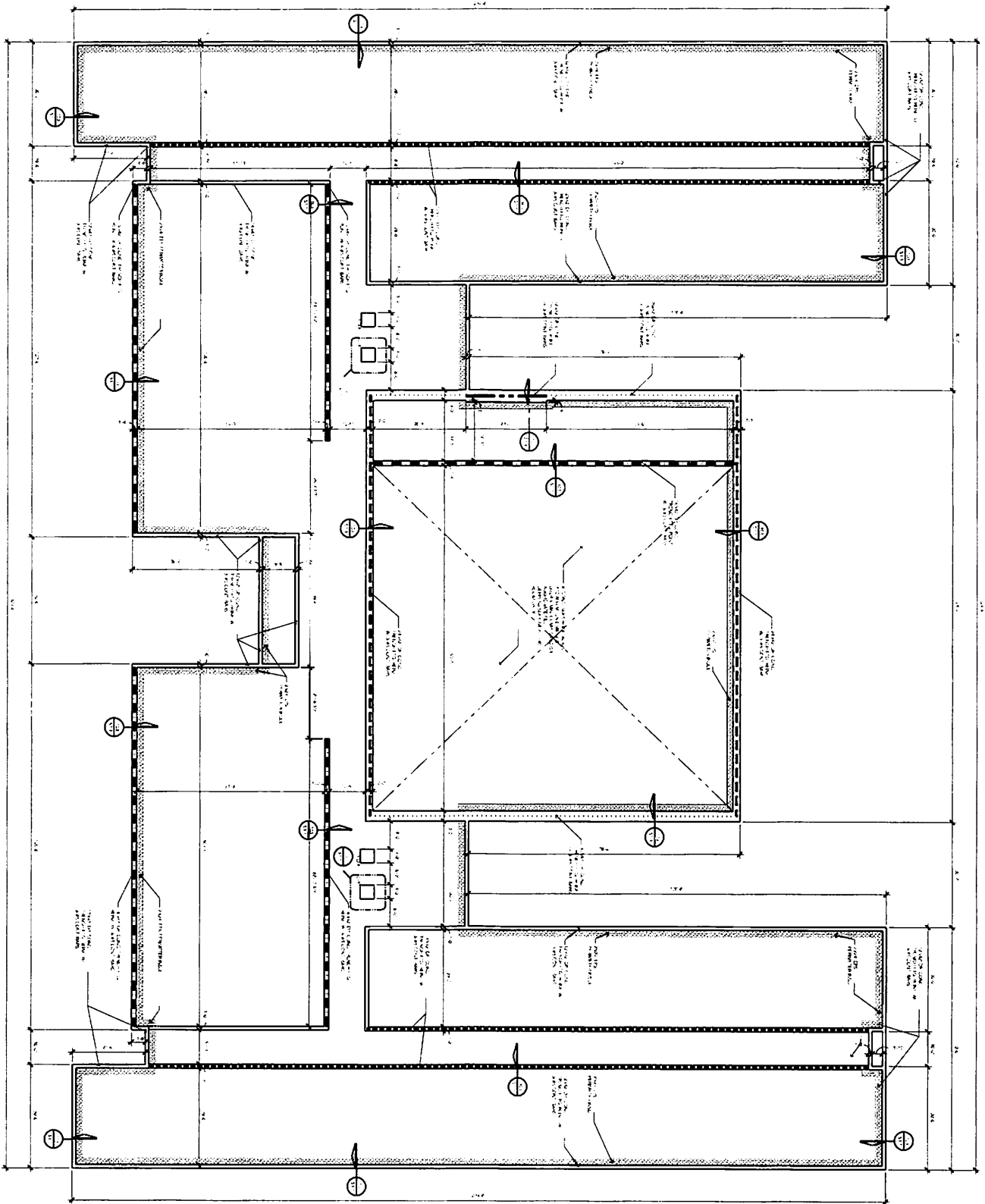
LANDSCAPE PLAN

PROPOSED HIGH SCHOOL FOR:
Detroit Edison Public School Academy
 Detroit, Michigan

L1:1

DATE: 05/11/10
 DRAWN BY: JAC
 CHECKED BY: JAC
 PROJECT NO: 10-001

FOUNDATION PLAN



NO.	DESCRIPTION	DATE
1	FOUNDATION PLAN	12/15/11
2	FOUNDATION PLAN	12/15/11
3	FOUNDATION PLAN	12/15/11
4	FOUNDATION PLAN	12/15/11
5	FOUNDATION PLAN	12/15/11
6	FOUNDATION PLAN	12/15/11
7	FOUNDATION PLAN	12/15/11
8	FOUNDATION PLAN	12/15/11
9	FOUNDATION PLAN	12/15/11
10	FOUNDATION PLAN	12/15/11

S1.1
 SCALE: 1/4" = 1'-0"
 DATE: 12/15/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]

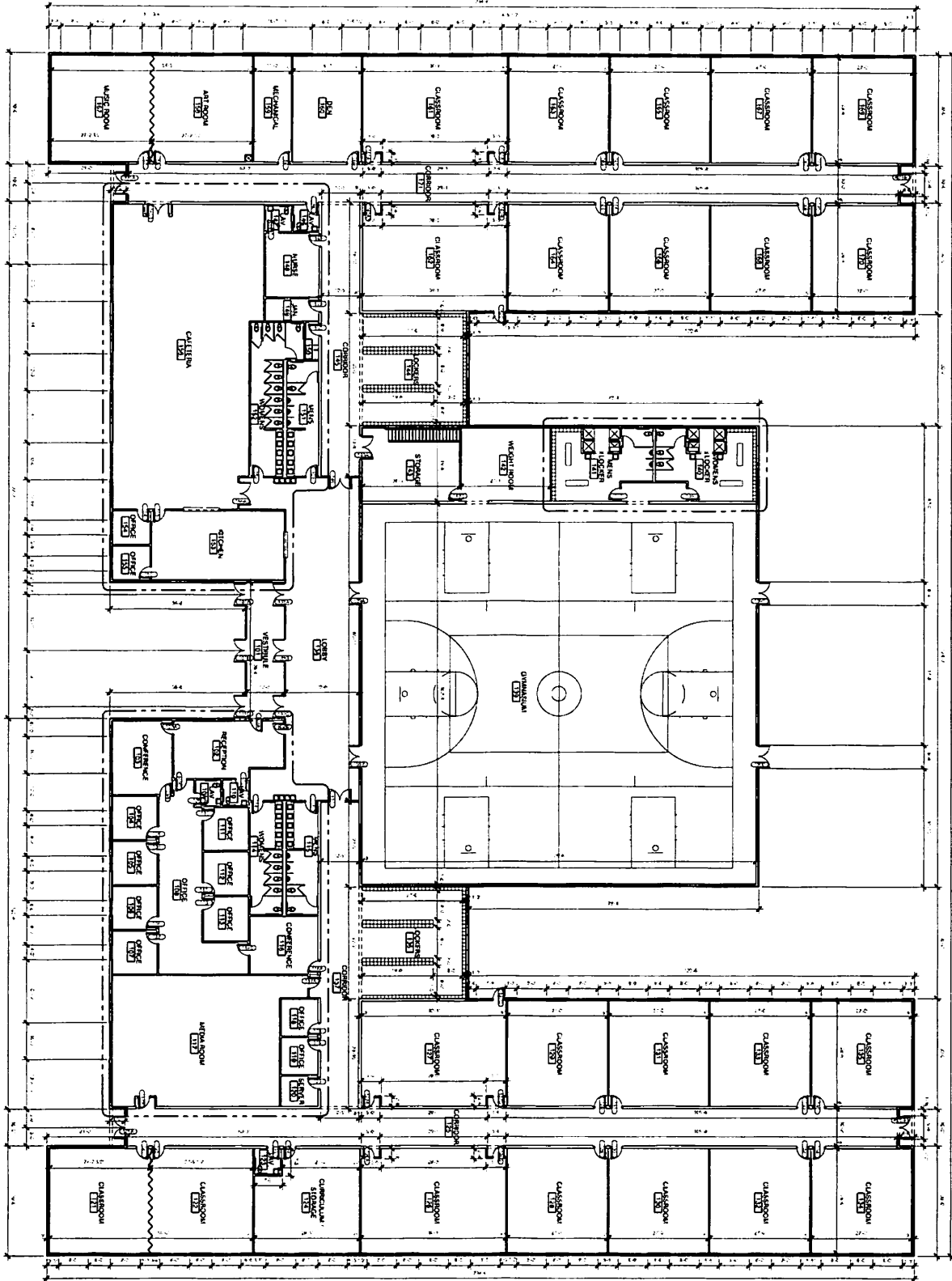
FOUNDATION PLAN
 PROPOSED HIGH SCHOOL FOR:
Detroit Edison Public School Academy
 Detroit, Michigan



45136 CASS AVENUE
 DETROIT, MICHIGAN 48227
 (313) 758-0200
 FAX (313) 758-0001
AIA
 architects • planners • consultants

NO.	DESCRIPTION	DATE

OVERALL FLOOR PLAN

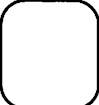


A1-1

DATE	BY

OVERALL FLOOR PLAN

PROPOSED HIGH SCHOOL FOR:
Detroit Edison Public School Academy
 Detroit, Michigan



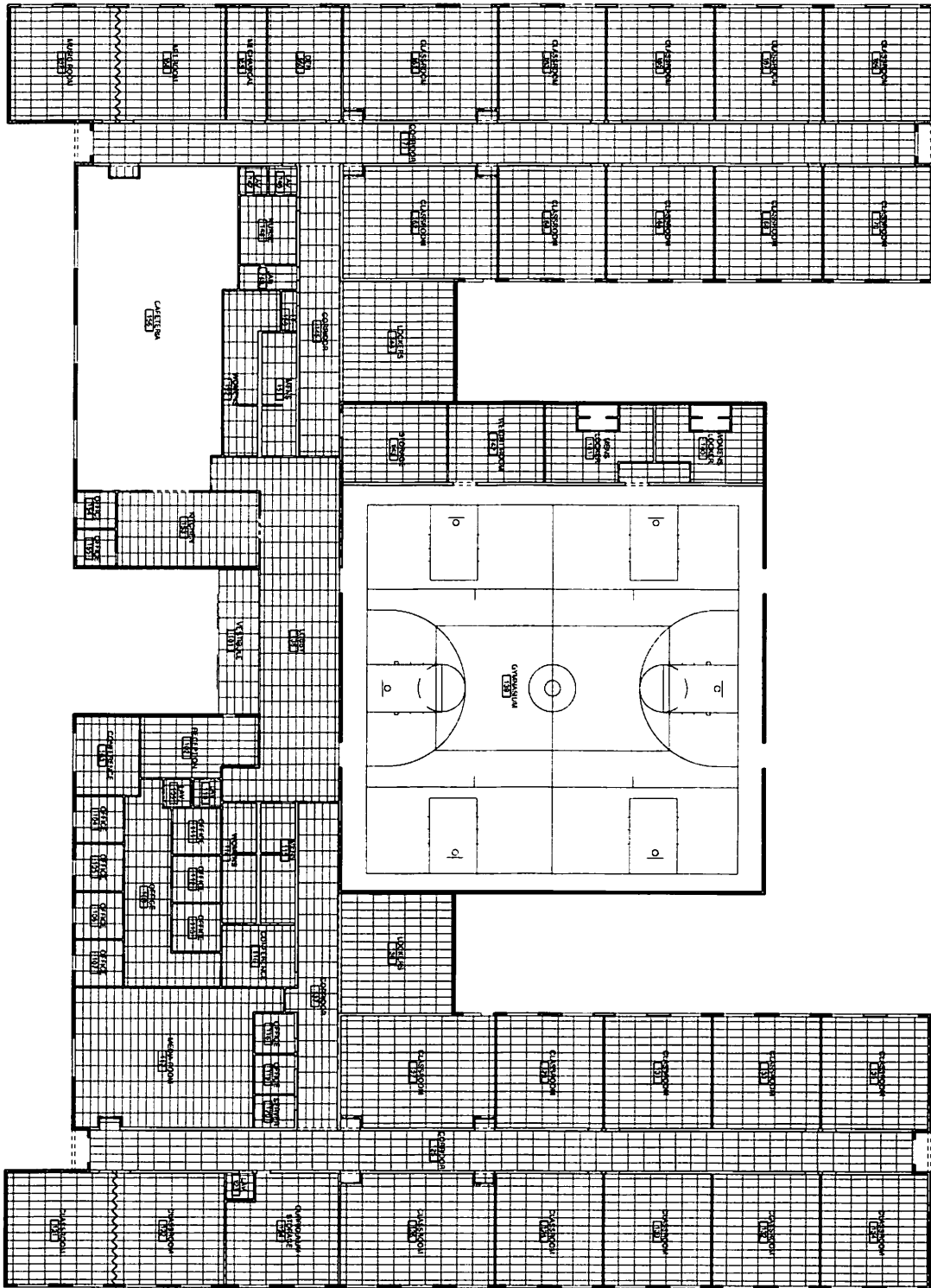
the
 architects-planners-consultants
 group **AIA**

4538 CASE AVENUE
 WYCK, MICHIGAN 48317
 (313) 728-0500
 FAX (313) 728-6884

DATE	REVISIONS	BY

DATE PLOTTED: 10/20/01
 WYCK/ALB/HP/KC/CL/TC/CEA

REFLECTED CEILING PLAN



AC1.1

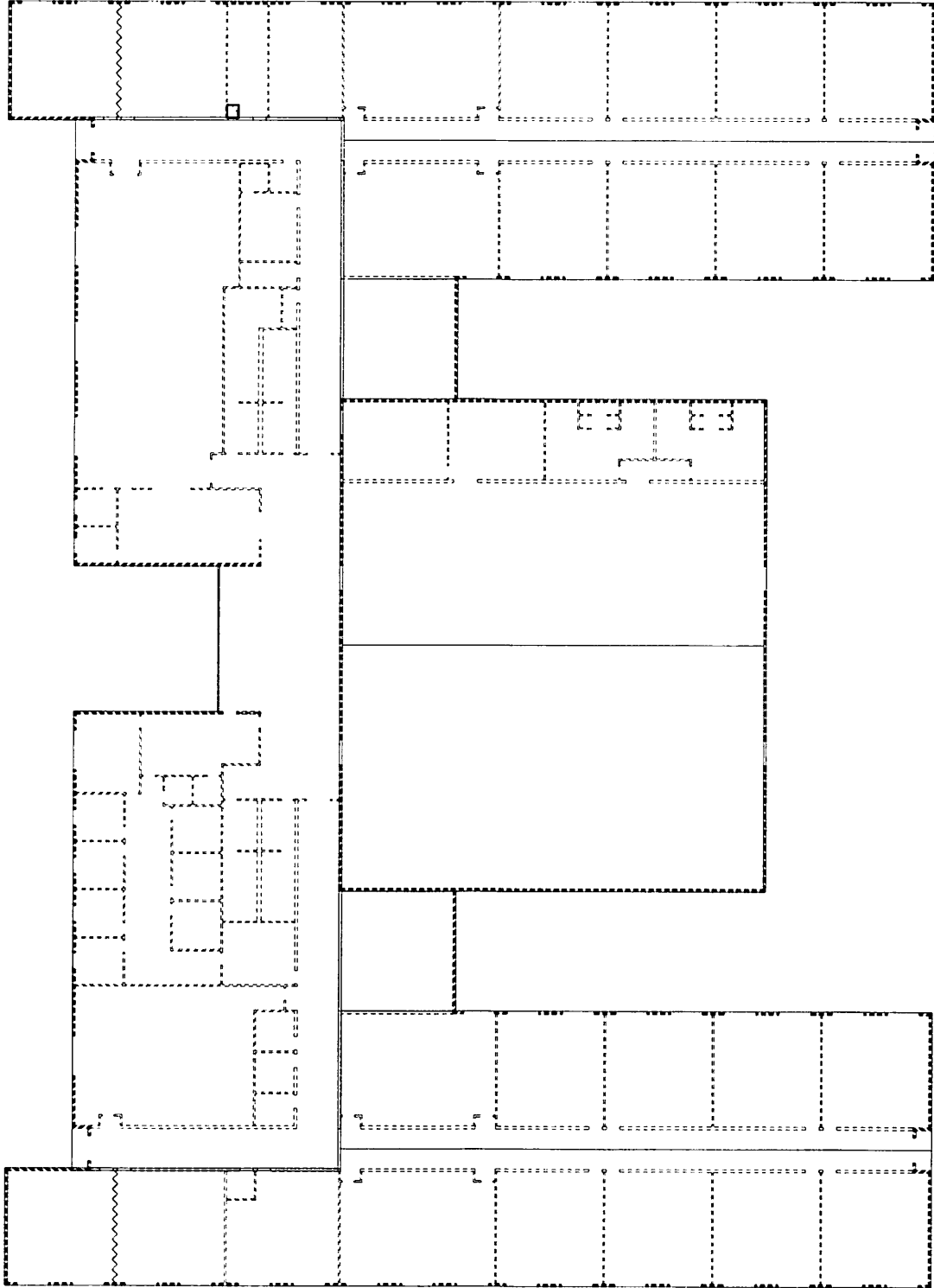
OVERALL REFLECTED CEILING PLAN
 PROPOSED HIGH SCHOOL FOR:
Detroit Edison Public School Academy
 Detroit, Michigan



architects • planners • consultants
 4330 Cass Avenue
 Westland, Michigan 48187
 (313) 728-0200
 Fax (313) 728-6664

DATE	REVISIONS

ROOF PLAN

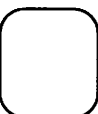


ARI-1

DATE: 01/11/11
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APPROVED BY: [blank]

OVERALL ROOF PLAN

**PROPOSED HIGH SCHOOL FOR:
 Detroit Edison Public School Academy**
 Detroit, Michigan



the architecture group AIA

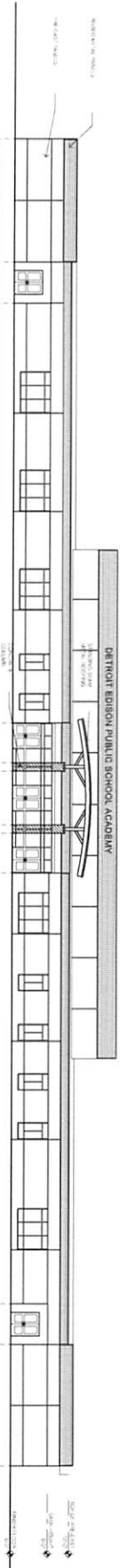
15126 CASS AVENUE
 LYNN HIGHLANDS #217
 CUMMINGS TOWNSHIP MI 48213
 TEL: (586) 798-0000
 FAX: (586) 798-0004

architects • planners • consultants

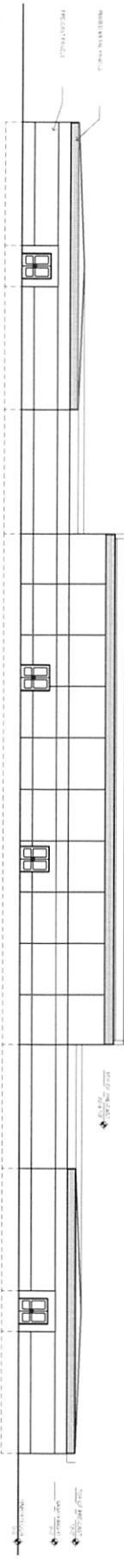
NO.	REVISIONS	DATE

SYNOPSIS: 10/11/11
 WORKING: 04/11/11, 10/11/11, 11/11/11

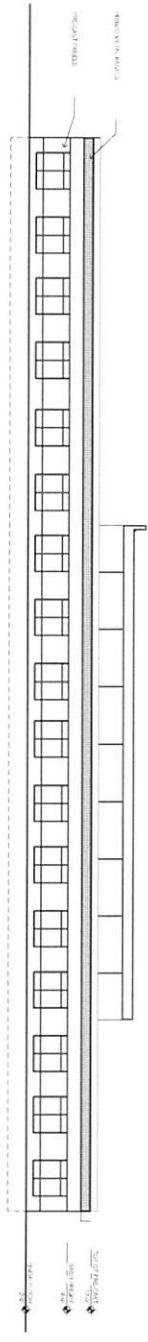
EAST ELEVATION



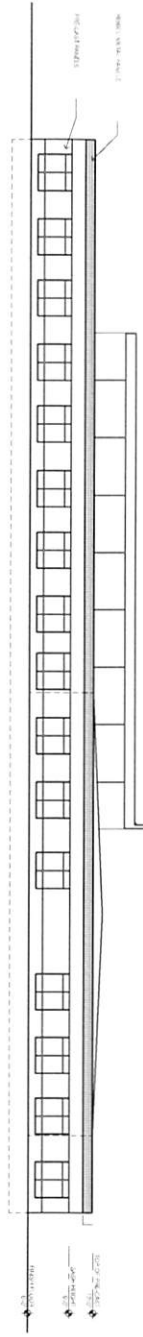
WEST ELEVATION



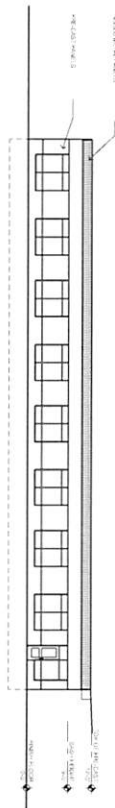
NORTH ELEVATION



SOUTH ELEVATION



TYP. COURTYARD ELEVATION



A2.1
 07.11.2013

EXTERIOR ELEVATIONS
 PROPOSED HIGH SCHOOL FOR:
Detroit Edison Public School Academy
 Detroit, Michigan

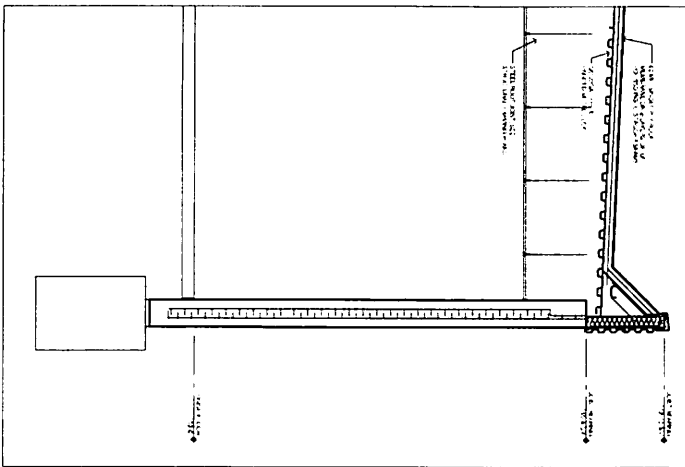


thecommis group AIA
 architects • planners • consultants
 45136 CASS AVENUE
 SUITE 10000
 DETROIT, MICHIGAN 48227
 (313) 728-0040
 FAX (313) 728-6884

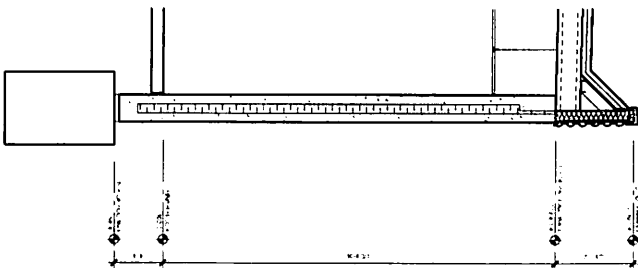
DATE	REVISIONS	BY	CHK

BY CITY STAFF (SCHEDULED)
 IN RESPONSE TO PERMITS CONSTRUCTION

CAFETERIA EXTERIOR WALL SECTION



TYP. CLASSROOM EXTERIOR WALL



A3.1

SECTIONS

PROPOSED HIGH SCHOOL FOR:
Detroit Edison Public School Academy
 Detroit, Michigan

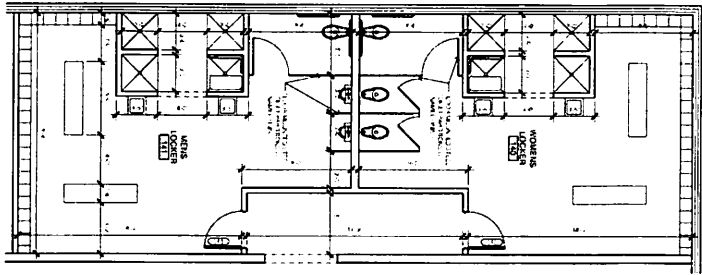


the
 architecture
 group **ALA**
 architects • planners • consultants

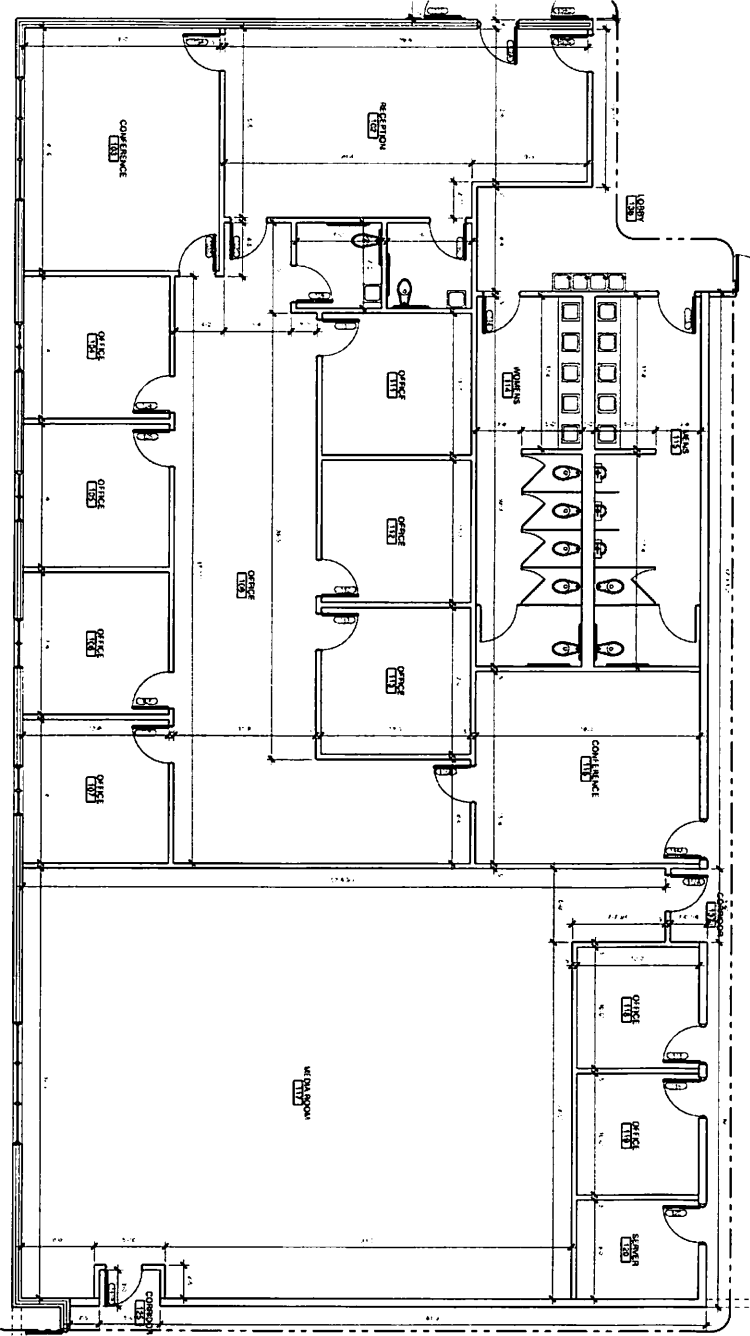
4320 CASS AVENUE
 WECHE, MICHIGAN 48377
 (586) 738-0200
 FAX (586) 738-8004

DATE	REVISIONS	BY

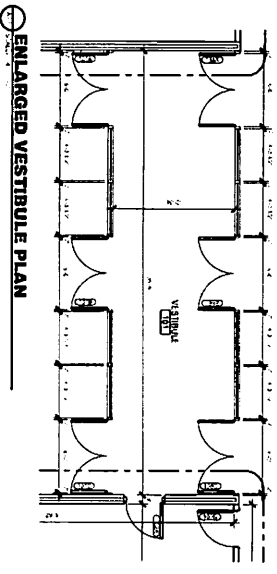
DATE PLOTTED: 10/20/2011
 PLOTTED BY: J. B. ...



ENLARGED LOCKER ROOM PLAN



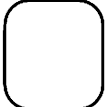
ENLARGED ADMIN. FLOOR PLAN



ENLARGED VESTIBULE PLAN

A4.1

ENLARGED FLOOR PLANS
 PROPOSED HIGH SCHOOL FOR:
Detroit Edison Public School Academy
 Detroit, Michigan



the
 architects
 group **AIA**
 architects • planners • consultants

DATE	REVISIONS

45136 CASS AVENUE
 WILMA, MICHIGAN 48197
 (313) 730-0200
 Fax (313) 730-0884

BY: [Signature] DATE: [Date]
 CHECKED BY: [Signature] DATE: [Date]

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: B029565
Detroit Edison Public School Academy
1903 Wilkins
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

January 12, 2011

CERTIFICATE OF USE AND OCCUPANCY


PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit No. B033082
Detroit Edison Public School Academy
3403 Saint Aubin
Detroit, Michigan
Wayne County

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

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.


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

January 14, 2013

2012 MAY 17 PM 1:37

Bernard J. Youngblood
Wayne County Register of Deeds

May 17, 2012 01:37 PM
Inst: 2012230743 MTG Pages: 29
Liber: 49838 Page: 148



Record and Return to:

NIXON PEABODY LLP
401 9th Street NW, Suite 900
Washington, DC 20004
Attn: Gregory N. Doran, Esq.

MORTGAGE

THIS MORTGAGE (the "Mortgage") made as of the 16th day of May, 2012, by **Detroit Edison Public School Academy**, a Michigan nonprofit corporation having an address at 1903 Wilkins Street, Detroit, Michigan 48207 ("Mortgagor"), for the benefit of **New Markets Investment 61, LLC**, a Delaware limited liability company having an address at 120 S. Riverside Plaza, 15th Floor, Chicago, Illinois 60606 (together with its successors and assigns, the "Mortgagee").

Mortgagor is the owner of the real property described in Exhibit A attached hereto. Mortgagor will construct a public charter school facility on such real property (such ownership of such real property and the construction of all buildings, gymnasiums and related grounds and facilities are collectively referred to herein as the "Project"). Mortgagor has applied to Mortgagee for Loans (as hereinafter defined) in the aggregate principal amount of \$10,010,000 (the "Loan"). Mortgagor's indebtedness, liabilities and obligations under the Loan are evidenced by the Note in the aggregate original principal amount of Ten Million Ten Thousand and No/100 Dollars (\$10,010,000.00). The proceeds of the Loan are to be made available to Mortgagor pursuant to the terms and conditions of that certain Loan and Security Agreement, by and between Mortgagor and Mortgagee, dated the date hereof (as the same may be amended, restated, modified, substituted, extended, and renewed from time to time, the "Loan Agreement")

(2)

CERTAIN DEFINITIONS

Mortgagor and Mortgagee agree that the following terms shall have the meanings herein specified:

"Chattels" means all supplies, furniture, fixtures, fittings, appliances, apparatus, equipment, machinery, building materials, inventory and articles of personal property and replacements thereof owned by Mortgagor, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the Premises or the Improvements, together with any proceeds realized from the sale, transfer or conversion of any of the above.

"Default Rate" means the "Default Rate" as defined in the Loan Agreement.

"Documents" or "Loan Documents" means the Loan Agreement, the Note, this Mortgage and all other documents or instruments now or hereafter executed or delivered in connection with the Loan.

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Title Connect LLC 28P
a title insurance agency 96
32100 Telegraph Rd. Suite 215
Bingham Farms, MI 48025

"Environmental Law" means any applicable federal, state or local statute, code, ordinance, rule, regulation, permit, consent, approval, license, judgment, order, writ, decree, policy, injunction or other authorization, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6921 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.), the Toxic Substances Control Act (33 U.S.C. Section 2601 et seq.) and the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) relating to (a) emissions, discharges, releases or threatened releases of pollutants, contaminants or hazardous or toxic materials or wastes into ambient air, surface water, ground water, publicly owned treatment works, septic systems or land, (b) the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of hazardous materials or (c) otherwise relating to the pollution or protection of health or the environment.

"Events of Default" means the events and circumstances described as such in Section 2.01 hereof.

"Hazardous Substances" has the meaning given to such term in Section 1.20 hereof and also includes any substance, material or waste which is regulated by any federal, state or local governmental or quasi-governmental authority, and includes, without being limited to, (a) any substance, material or waste which is now or hereafter defined, used or listed as a "hazardous waste", "extremely hazardous waste", "restricted hazardous waste", "hazardous substance", "hazardous material", "hazardous air pollutant", "toxic substance", "toxic chemical", or other similar or related terms as defined, used or listed in any Environmental Law, and (b) any petroleum products, asbestos, polychlorinated biphenyls, corrosives, infectious substances, lead, urea formaldehyde, and flammable explosives or radioactive materials.

"Improvements" means all improvements, structures or buildings, and replacements and alterations thereof, to be erected or now or hereafter located upon the Premises, including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever forming part of said improvements, structures or buildings.

"Land" means the real property specified as such in the Granting Clause of this Mortgage and legally described in Exhibit A hereto.

"Leases" has the meaning given to such term in Section 1.29 of this Mortgage.

"Loan" has the meaning given to such term in the Recital to this Mortgage.

"Loan Agreement" has the meaning given to such term in the Recital to this Mortgage.

"Loan Documents" - see definition of "Documents".

"Mortgaged Property" means the property specified as such in the Granting Clause of this Mortgage.

"Mortgagee" has the meaning given to such term in the preamble to this Mortgage.

"Mortgage Amount" means the principal amount of Ten Million Ten Thousand and No/100 Dollars (\$10,010,000.00).

"Mortgagor" has the meaning given to such term in the preamble to this Mortgage.

"Note" shall mean, individually or collectively as the context may require, Note A, Note B and/or Note C.

"Note A" shall mean that certain Promissory Note (Loan A) of even date herewith made by the Mortgagor and payable to the order of the Mortgagee in the maximum principal amount of Four Million Nine Hundred Eighty-Seven Thousand Eight Hundred Forty and No/100 Dollars (\$4,987,840.00), together with all renewals, extensions, modifications, amendments and substitutions thereof or therefore.

"Note B" shall mean that certain Promissory Note (Loan B) of even date herewith made by the Mortgagor and payable to the order of the Mortgagee in the maximum principal amount of Two Million Three Hundred Seventy-Three Thousand Three Hundred Sixty and No/100 Dollars (\$2,373,360.00), together with all renewals, extensions, modifications, amendments and substitutions thereof or therefore.

"Note C" shall mean that certain Promissory Note (Loan C) of even date herewith made by the Mortgagor and payable to the order of the Mortgagee in the maximum principal amount of Two Million Six Hundred Forty-Eight Thousand Eight Hundred and No/100 Dollars (\$2,648,800.00), together with all renewals, extensions, modifications, amendments and substitutions thereof or therefore.

"Premises" means the Land and includes all of the easements, rights, privileges and appurtenances thereunto belonging or in anyway appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein and in and to the strips and gores, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers adjacent thereto, either at law or in equity, in possession or expectancy, now or hereafter acquired.

"Project" has the meaning given to such term in the Recital to this Mortgage.

"State" means the State of Michigan.

Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor and/or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any subsequent holder of the Note," the word "Note" shall mean "the Note or other evidence of indebtedness secured by this Mortgage," the term "lease" shall include all occupancy agreements, licenses and other arrangements by which a person may occupy a portion of the Premises, the term "rent" shall include all impositions, assessments, occupancy charges, maintenance charges, flip taxes and any other fees and charges payable by a tenant of Mortgagor, the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority or other entity, the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein, and the terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to". Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. All terms of this Mortgage which are not defined above have the meaning set forth in this Mortgage.

GRANTING CLAUSE

NOW, THEREFORE, Mortgagor, in order to secure the payment of both the Mortgage Amount and the interest and any other sums payable under the Note, this Mortgage and/or the Documents, and the performance and observance of all the provisions hereof and of the Note and the Documents, including, without limitation, the payment of all sums advanced under the Note and any further sums advanced by Mortgagee pursuant to this Mortgage to the extent the aggregate of such sums expended pursuant hereto exceeds the sum of the Mortgage Amount, the Mortgagor mortgages and warrants to the Mortgagee, their successors and assigns, the land, premises and property situated in the City of Detroit, County of Wayne and State of Michigan, commonly known as 3403 Saint Aubin Street, and as more particularly set forth in the description made a part of this Mortgage as Exhibit A (the "Land") together with all of Mortgagor's estate, right, title and interest in, to and under any and all of the following described property (such property together with the Land, the "Mortgaged Property"), whether now owned or held or hereafter acquired:

- (i) the Premises;
- (ii) the Improvements;
- (iii) the Chattels;

(iv) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and any unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Mortgagor and real estate tax and assessment refunds and credits at any time accruing to the benefit of Mortgagor or the Mortgaged Property, even if relating to taxes and assessments payable for a period or periods prior to the date hereof;

(v) all leases of the Premises or any part thereof now or hereafter entered into (including the Leases) and all right, title and interest of Mortgagor thereunder; and including, without limitation, Mortgagor's right, if any, to cash or securities deposited thereunder, whether or not the same was deposited to secure performance by the lessees of their obligations thereunder, including, further, the right upon the happening of an Event of Default, to receive and collect the rents and other charges thereunder (all of which leases are assigned to Mortgagee as further security hereunder);

(vi) any monies deposited by Mortgagor into one or more bank accounts, and any investments made by Mortgagor for the benefit of Mortgagor;

(vii) all utility or municipal deposits made by or on behalf of Mortgagor or made in connection with the Premises;

(viii) all plans, drawings, specifications, site plans, sketches, samples, contracts and agreements, however characterized from time to time, prepared for use in connection with the construction, repair, renovation or maintenance of the Improvements;

(ix) all contracts, agreements and understandings now or hereafter entered into, relating to or involving the performance of any work, rendering of any services, supply of any materials or the conduct of operations in and the management of the Premises, including, without limitation, construction contracts, architect agreements, management agreements, options and other agreements, however characterized, affecting the Premises and/or Improvements;

(x) any and all permits, certificates, approvals and authorizations, however characterized, issued or in any way furnished, whether necessary or not, for the operation and use of the Premises and/or the Improvements and/or Chattels, including, without limitation, building permits, environmental certificates, certificates of operation, warranties and guarantees; and

(xi) all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, any of the foregoing hereafter acquired by or released to Mortgagor, or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assemblage, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by Mortgagor, the same shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described herein.

TO HAVE AND TO HOLD unto Mortgagee, its successors and assigns forever.

PROVIDED ALWAYS, and this instrument is upon the express condition that, if Mortgagor pays to Mortgagee the principal sum mentioned in the Note, the interest thereon and all other sums payable by Mortgagor to Mortgagee and secured by this Mortgage in accordance with the provisions of the Note, this Mortgage and the other Loan Documents, at the times and in the manner specified, without offset, deduction, fraud or delay, and Mortgagor performs when due and complies in all respects with all of the agreements, conditions, covenants, provisions and stipulations contained in the Note, this Mortgage and/or the other Loan Documents, then and therefor, this Mortgage and the estate hereby granted shall cease and become void.

ARTICLE I.

PARTICULAR COVENANTS, WARRANTIES AND
REPRESENTATIONS OF MORTGAGOR

Mortgagor covenants, warrants, represents and agrees as follows:

Section 1.01 Title to Mortgaged Property. Mortgagor warrants that it has a good and marketable title to an indefeasible fee estate in the Premises, subject in all cases to no lien, charge or encumbrance, except for the exceptions to title approved in writing by Mortgagee and listed in the title policy insuring the lien of this Mortgage. Mortgagor further warrants that it owns and will own the Chattels free and clear of all liens and claims, and that this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property subject only to the exceptions to title approved in writing by Mortgagee and listed in the title policy insuring the lien of this Mortgage. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title, and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Mortgagor will not, without the prior written consent of Mortgagee: (a) initiate or support any zoning reclassification of the Premises or use or permit the use of the Premises in a manner which would result in such use becoming a nonconforming use under applicable zoning ordinances; (b) impose or consent to the imposition of any restrictive covenants or encumbrances upon the Premises; (c) execute, file or consent to any subdivision plat affecting the Premises or consent to the annexation of the Premises to any municipality; (d) combine the tax lot or lots comprising the Premises with any tax lot or lots or any portion thereof which is not subject to the lien of this Mortgage; or (e) permit or suffer the Premises to be used by the public or any person in such manner as might make possible a claim of adverse usage or possession or of any implied dedication or easement.

Section 1.02 Further Assurances. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, promptly correct any defect or error which may be discovered in any of the Documents and shall do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, deeds of trust, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed, mortgaged or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey, mortgage or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, and for filing, registering or recording this Mortgage and, on demand, will execute and deliver, and hereby authorizes Mortgagee to execute in the name of Mortgagor to the extent it may lawfully do so, in the event of the failure or refusal of Mortgagor so to do, one or more financing statements, chattel mortgages or comparable security instruments, and renewals thereof, to evidence more effectively the lien hereof upon the Chattels.

Section 1.03 Recording Fees.

(a) Mortgagor forthwith upon the execution and delivery of this Mortgage, and thereafter from time to time, will cause this Mortgage and any security instrument creating a lien or evidencing the lien hereof upon the Chattels and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the interest of Mortgagee in, the Mortgaged Property.

(b) Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Chattels, and any instrument of further assurance, and all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution, delivery and recording of the Note, this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Chattels or any instrument of further assurance.

(c) If a mortgage recording or transfer tax is imposed on this Mortgage or any amendment to this Mortgage at any time, Mortgagor shall pay such tax. If applicable law prohibits Mortgagor from making any such payment, Mortgagee may, at its election, declare all sums outstanding under the Note, this Mortgage and/or any

other Document immediately due and payable. Mortgagee and/or its assigns shall have no obligation to either participate in any dispute of said tax or to make any payment with respect thereto and Mortgagor agrees to indemnify Mortgagee and its assigns and hold them harmless from any liability with respect thereto and to reimburse or pay upon demand for the same by Mortgagee and/or its assigns their reasonable costs and expenses (including, but without limitation, reasonable attorneys' fees and disbursements) incurred with respect thereto or in connection therewith.

Section 1.04 Payment of Indebtedness. Mortgagor will punctually pay the principal and interest and all other sums to become due in respect of the Note and the other Documents at the time and place and in the manner specified in the Note and the other Documents, according to the true intent and meaning thereof and without offset or counterclaim, all in any coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts.

Section 1.05 Good Standing of Mortgagor. Mortgagor is a duly created, validly existing corporation in good standing under the laws of the State of Michigan and is qualified to do business in all jurisdictions where qualification is necessary, with full power and authority to execute and deliver the Documents and consummate the transactions contemplated hereby. Mortgagor will do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges, as a non-profit corporation under the laws of such jurisdiction and will comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court and applicable to Mortgagor or to the Mortgaged Property or any part thereof.

Section 1.06 Lien on Improvements. All rights, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clause hereof, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

Section 1.07 Impositions and Tax Deposits.

(a) Mortgagor, from time to time before a penalty or interest charge would be imposed, will pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges whether of a like or different nature, imposed upon or assessed against it or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof (collectively, "Impositions"). Mortgagor will, upon the request of Mortgagee, deliver to Mortgagee receipts evidencing the payment of all such Impositions imposed upon or assessed against it or the Mortgaged Property or the revenues, rents, issues, income or profits thereof.

(b) Following the occurrence of an Event of Default, Mortgagee may require Mortgagor on the first day of each month to deposit with Mortgagee or any service or financial institution designated for such purposes by Mortgagee (whichever of the foregoing is applicable being the "Depository") one-twelfth (1/12) of the annual real estate taxes ("Taxes") assessed against the Mortgaged Property (and, if Mortgagee shall so elect, any or all other Impositions), and Mortgagor shall accordingly make such deposits. In addition, following the occurrence of an Event of Default, if required by Mortgagee, Mortgagor shall also deposit with the Depository a sum of money which, together with the aforesaid monthly installments, will be sufficient to make payments of Taxes (and, if Mortgagee has elected to collect deposits for other Impositions, such other Impositions) at least forty-five (45) days before such payments are due. If the amount of any such payment is not ascertainable at the time any such deposit is required to be made, the deposit shall be made on the basis of Mortgagee's estimate thereof, and when such amount is fixed for the then-current year, Mortgagor shall promptly deposit any deficiency with the Depository.

All funds so deposited, until so applied, shall constitute additional security for the Note and other indebtedness secured hereby, shall be held by the Depository without interest (except to the extent required under applicable laws), and may be commingled with other funds of the Depository. So long as no Event of Default shall exist and be continuing hereunder, and provided that Mortgagor shall have supplied, in the manner set forth in the next sentence of this subsection, the instructions, information and documents necessary for the Depository to make an effective application and payment of such funds, all funds so deposited shall be applied to the payment of Impositions in the order determined by Mortgagee and in accordance with instructions to be furnished to Mortgagee by Mortgagor. Mortgagor shall, at least thirty (30) days before the date on which the Impositions first become payable, furnish the Depository with bills and instructions for the payment of the Impositions and/or such other documents as are necessary for the payment of the same. If Mortgagor has not complied with any of the foregoing or, in any event, during the continuance of an Event of Default hereunder, Mortgagee may apply funds so deposited in the order determined by Mortgagee. Upon an assignment of this Mortgage by Mortgagee, Mortgagee shall have the right to pay over, or cause the Depository (if not Mortgagee) to pay over the unapplied balance of any amounts deposited pursuant to this Section 1.07, if any, to the assignee (or to a successor Depository designated by such assignee) and Mortgagee shall thereupon be completely released from all liability with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee (or a successor Depository). When the loan evidenced by the Note has been paid in full, and all other obligations of Mortgagor under the Documents have been performed and observed in full, Mortgagee shall, and at any prior time, Mortgagee, at its election, may, pay over or cause the Depository (if not Mortgagee) to pay over the unapplied balance of the deposits, if any, to the record owner of the Mortgaged Property or its designee and no other person shall have any right or claim thereto.

(c) Mortgagor will pay all taxes except income, franchise or other similar taxes, inheritance, estate and gift taxes, imposed on Mortgagee by reason of its ownership of the Note or this Mortgage.

(d) Mortgagor shall provide Mortgagee with evidence of the payment of all taxes within thirty (30) days after the date such taxes are due.

(e) Nothing in this Section 1.07 shall require the payment or discharge of any obligation imposed upon Mortgagor by this Section so long as Mortgagor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Premises or any part thereof to satisfy the same; provided that during such contest Mortgagor shall, at the option of Mortgagee, provide security satisfactory to Mortgagee, assuring the discharge of Mortgagor's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and provided, further, that if at any time payment of any obligation imposed upon Mortgagor by subsection (a) of this Section shall become necessary to prevent the delivery of a tax deed or other similar instrument conveying the Mortgaged Property or any portion thereof because of non-payment, then Mortgagor shall pay the same in sufficient time to prevent the delivery of such tax deed or other similar instrument.

Section 1.08 Mechanics' and Other Liens. Mortgagor will pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved, at the cost of Mortgagor, without expense to Mortgagee. Notwithstanding the foregoing, in the event any lien, charge or order for the payment of money or other encumbrance is filed against the Mortgaged Property, Mortgagor shall cause the same to be discharged of record or bonded within thirty (30) days after Mortgagor becomes aware of such lien, charge or encumbrance, whether by the filing of a notice thereof or otherwise. All costs and expenses incurred in posting the bond or other security and in defending any lien foreclosure action shall be borne exclusively by Mortgagor. Mortgagor further agrees to reimburse Mortgagee for all reasonable costs and expenses, including reasonable attorneys' fees and disbursements incurred by Mortgagee in connection with any such lien foreclosure action.

Section 1.09 Insurance and Insurance Deposits.

(a) Mortgagor will, at its expense, provide or cause to be provided in force the policies of insurance described in Article V.A.1.(i) of the Loan Agreement in accordance with the terms and conditions thereof:

(b) Each policy of insurance maintained by Mortgagor pursuant to the terms hereof shall: (i) name Mortgagee (together with its successors and assigns as their interests may appear) as an additional insured, as its interest may appear with respect to liability insurance coverage; (ii) contain the standard non-contributory mortgagee clause endorsement in favor of Mortgagee with respect to hazard insurance coverage; (iii) except in the case of public liability insurance and workers' compensation insurance, name Mortgagee as loss payee and provide that all insurance proceeds for losses be adjusted and be payable in accordance with subsection 1.09(f) hereof; (iv) include effective waivers (whether under the terms of any such policy or otherwise) by the insurer of all claims for insurance premiums against all loss payees and named insureds other than Mortgagor (provided that Mortgagee shall have the right to pay premiums and continue any insurance upon the insolvency of Mortgagor or the foreclosure or other transfer of the Mortgaged Property) and all rights of subrogation against any named insured; (v) except in the case of public liability insurance and workers' compensation insurance, provide that any losses shall be payable notwithstanding (A) any act, failure to act, negligence of, or violation or breach of warranties, declarations or conditions contained in such policy by Mortgagor or Mortgagee or any other named insured or loss payee, (B) any foreclosure or other proceeding or notice of sale relating to the insured properties or (C) any change in the title to or ownership or possession of the insured properties; (vi) provide that if all or any part of such policy is canceled, terminated or expires, the insurer will forthwith give notice thereof to each named insured and loss payee and that no cancellation, termination, expiration or reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by each named insured and loss payee of written notice thereof; and (vii) not be subject to a deductible in excess of amounts as shall be reasonably satisfactory to Mortgagee.

(c) Mortgagor shall pay or cause to be paid as and when the same become due and payable the premiums for all insurance policies that Mortgagor is required to maintain hereunder. All such policies shall be nonassessable and shall contain such expiration dates as Mortgagee may reasonably require. Mortgagor will deliver to Mortgagee concurrently herewith insurance certificates setting forth in reasonable detail the terms of all insurance policies that Mortgagor is required to maintain hereunder, together with true and complete copies of such policies. Mortgagor will deliver to Mortgagee, concurrently with each change in or renewal of any such insurance policy, a certificate with respect to such changed insurance policy certified by the insurance broker that procured or placed such policies, in the same form and containing the same information as the initial certificates required to be delivered by Mortgagor pursuant to this subparagraph and a certificate of Mortgagor certifying that all of the insurance policies maintained by Mortgagor pursuant hereto comply in all respects with the requirements of this Mortgage, that all premiums then due thereon have been paid to the applicable insurers and that the same are in full force and effect.

(d) Not later than twenty (20) days prior to the expiration, termination or cancellation of any insurance policy which Mortgagor is required to maintain hereunder, Mortgagor shall obtain a replacement policy or policies (or a binding commitment for such replacement policy or policies), which shall be effective no later than the date of the expiration, termination or cancellation of the previous policy, and shall deliver to Mortgagee a certificate and a true and complete copy of such policy or policies which comply with the requirements of this Section 1.09 or a copy of the binding commitment for such policy or policies. Mortgagor shall also provide to Mortgagee originals of such policies or copies thereof certified by the insurance companies issuing them as soon as reasonably possible after Mortgagee's request therefor.

(e) All insurers shall be authorized to issue insurance in the jurisdiction in which the Premises is located and all insurers and reinsurers shall have the A.M. Best rating of "A-VIII" or better.

(f) In the event of loss, Mortgagor shall give immediate written notice to the insurance carrier and to Mortgagee. Mortgagor hereby authorizes and empowers Mortgagee as attorney-in-fact for Mortgagor to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Mortgagee's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this subsection 1.09(f) shall require Mortgagee to incur any expense or take any action hereunder. Absent the existence of a continuing Event of Default beyond any applicable notice or cure period, and provided Mortgagee determines (in its reasonable judgment) that the available insurance proceeds are sufficient to repair or rebuild the Mortgaged Property to substantially the same condition as it existed prior to any such casualty, Mortgagee will permit any insurance proceeds to be used for repair or replacement of the Improvements. If such funds are to be used for repair or replacement, they shall be deposited in the Mortgagor's Operating Account and released for restoration costs in accordance with Article V of the Loan Agreement. Notwithstanding anything to the contrary contained herein or in

any provision of applicable law, the proceeds of insurance policies coming into the possession of Mortgagee shall not be deemed trust funds and Mortgagee shall be entitled to dispose of such funds as herein provided.

(g) Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 1.09 unless Mortgagee has approved the insurance company and the form and content of the insurance policy, including, without limitation, the naming thereon of Mortgagee as a named insured with loss payable to Mortgagee under a standard mortgage endorsement of the character above described. Mortgagor shall immediately notify Mortgagee whenever any such separate insurance is taken out and shall promptly deliver to Mortgagee the policy or policies or certificates of such insurance.

(h) Following the occurrence of an Event of Default, (i) Mortgagee may require that Mortgagor deposit with Mortgagee or any Depository designated for such purposes by Mortgagee, one-twelfth (1/12) of the annual premiums for insurance required under subsection 1.09(a) hereof, and (ii) Mortgagor shall also deposit with the Depository a sum of money which, together with the aforesaid monthly installments, will be sufficient to pay the insurance premiums for such insurance at least thirty (30) days before such payments are first due. If the amount of any such insurance premiums are not ascertainable at the time any such deposit is required to be made, the deposit shall be made on the basis of Mortgagee's estimate thereof, and when such insurance premiums are fixed for the then-current year, Mortgagor shall promptly deposit any deficiency with the Depository.

All funds so deposited, until so applied, shall constitute additional security for the Note, shall be held by the Depository without interest (except to the extent required under applicable laws), and may be commingled with other funds of the Depository. So long as no Event of Default shall exist and be continuing hereunder, and provided that Mortgagor shall have supplied, in the manner set forth in the next sentence of this subsection, the instructions, information and documents necessary for the Depository to make an effective application and payment of such funds, all funds so deposited shall be applied to the payment of insurance premiums in the order determined by Mortgagee and in accordance with instructions to be furnished to Mortgagee by Mortgagor. Mortgagor shall, at least thirty (30) days before the date on which any such insurance premiums first become payable, furnish the Depository with bills and instructions for the payment of such insurance premiums and/or such other documents as are necessary for the payment of the same. If Mortgagor has not complied with any of the foregoing or, in any event, during the continuance of an Event of Default hereunder, Mortgagee may apply funds so deposited in the order determined by Mortgagee. Upon an assignment of this Mortgage by Mortgagee, Mortgagee shall have the right to pay over, or cause the Depository (if not Mortgagee) to pay over the unapplied balance of any amounts deposited pursuant to this Section 1.09, if any, to the assignee (or to a successor Depository designated by such assignee) and Mortgagee shall thereupon be completely released from all liability with respect thereto. This provision shall apply to every transfer of such deposits to a new assignee (or a successor Depository). When the loan evidenced by the Note has been paid in full, and all other obligations of Mortgagor under the Documents have been performed and observed in full, Mortgagee shall, and at any prior time, Mortgagee, at its election, may, pay over or cause the Depository (if not Mortgagee) to pay over the unapplied balance of the deposits, if any, to the record owner of the Mortgaged Property or its designee and no other person shall have any right or claim thereto.

Section 1.10 Additional Advances and/or Disbursements. If Mortgagor or any party under any of the Documents shall fail to perform any of the covenants contained in this Mortgage, or any covenant contained in the Note or the other Documents, Mortgagee may make advances and/or disbursements to perform the same, and all sums so advanced and/or disbursed shall be a lien upon the Mortgaged Property and shall be secured hereby. Mortgagee will use reasonable efforts to notify Mortgagor prior to making such an advance or disbursement, but the failure to do so shall in no way limit or impair Mortgagee's rights under this Section 1.10. Mortgagee will notify Mortgagor of any such advances or disbursements promptly after making the same. Mortgagor will repay on demand all sums so advanced and/or disbursed with interest at the Default Rate. The provisions of this Section 1.10 shall not prevent any default in the observance of any covenant contained in this Mortgage, or contained in the Note or the other Documents from constituting a default or an Event of Default.

Section 1.11 Books and Records; Reporting Requirements. Mortgagor will keep adequate records and books of account in accordance with the requirements of the Loan Agreement and timely comply with all of the reporting requirements set forth in the Loan Agreement.

Section 1.12 Maintenance of Property: Compliance with Law.

(a) Mortgagor will not threaten, commit, permit or suffer any waste to occur on or to the Mortgaged Property, or any part thereof, or alter the Mortgaged Property or any part thereof in any manner or make any change in its use which will in any way increase any risk of fire or other hazards arising out of construction or operation of the Mortgaged Property. Mortgagor will, at all times, maintain the Mortgaged Property in good operating order and condition and will promptly make, from time to time, all repairs, renewals, replacements, additions and improvements in connection therewith which are needful or desirable to such end. The Improvements shall not be removed, demolished or substantially altered, nor shall any Chattels be removed without the prior written consent of Mortgagee, except where appropriate replacements free of superior title, liens and claims are immediately made of value at least equal to the value of the Chattels removed.

(b) Mortgagor will keep and maintain or cause to be kept and maintained the Mortgaged Property and the sidewalks and curbs abutting the same in good order and condition and in a rentable and tenantable state of repair and will make or cause to be made, as and when the same shall become necessary, all structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end. In the event that the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire or any other casualty, or in the event of a taking of a portion of the Mortgaged Property as a result of any exercise of the power of eminent domain, Mortgagor shall promptly restore, replace, rebuild or alter the same as nearly as possible to the condition they were in immediately prior to such fire, other casualty or taking, and shall take such other additional actions and measures as shall be necessary to avoid any default or forfeiture under any lease or other applicable agreement. Although damage to or destruction of the Mortgaged Property, or any portion thereof, shall not of itself constitute a default hereunder, the failure of Mortgagor to restore, replace, rebuild or alter the same, as hereinabove provided, shall constitute a default hereunder regardless of the availability of insurance proceeds or condemnation awards for such purpose.

(c) Mortgagor represents that the Mortgaged Property is presently in compliance with all laws, ordinances, rules, regulations and other requirements of all governmental authorities whatsoever having jurisdiction of or with respect to the Mortgaged Property or any portion thereof or the use or occupation thereof. Mortgagor will promptly comply, or cause compliance with, all existing and future laws, ordinances, rules, regulations and other requirements of all governmental authorities whatsoever having jurisdiction of or with respect to the Mortgaged Property or any portion thereof or the use or occupation thereof. Mortgagor will not, without the prior written consent of Mortgagee, initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof. All covenants hereof shall be construed as affording to Mortgagee rights additional to and not exclusive of the rights conferred under the provisions of any other applicable law. If there is a conflict between any provision of this Mortgage and the provisions of any such applicable law, Mortgagor agrees that, to the extent permitted by applicable law, the applicable provision of this Mortgage shall control.

Section 1.13 Condemnation. No proceeding for the condemnation of all or any portion of the Mortgaged Property has been commenced or threatened. Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor from time to time will deliver to Mortgagee all instruments requested by it to permit such participation. In the event of such condemnation proceedings, the award or compensation payable is hereby assigned to and shall be paid to Mortgagee up to the Mortgage Amount. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings Mortgagee may be represented by counsel selected by Mortgagee, but Mortgagor may appear by its counsel to contest the amount of the condemnation award. Absent the existence of a continuing Event of Default beyond any applicable notice or cure period, and provided Mortgagee determines (in its reasonable judgment) that the available proceeds of any award or compensation are sufficient to repair or rebuild the Improvements to substantially the same condition as it existed prior to any such condemnation, Mortgagee will permit any condemnation proceeds to be used for restoration of the Improvements. Mortgagee shall not be limited to the interest paid on the proceeds of any award or compensation, but shall be entitled to the payment of interest by Mortgagor at the rates provided for herein or in the Note. If such funds are to be used for restoration, they shall be deposited in the Mortgagor's Operating Account and released for restoration costs in accordance with Article V of the Loan Agreement.

Section 1.14 Leases.

(a) Mortgagor will not, without the prior written consent and approval of Mortgagee in each instance, which shall not be unreasonably withheld, delayed or conditioned: (i) execute an assignment of the rents from the Mortgaged Property or any part thereof except in favor of Mortgagee; (ii) enter into any leases, lettings or license arrangement affecting the Mortgaged Property or any part thereof; (iii) in any other manner impair the value of the Mortgaged Property or the security of the Mortgage; (iv) terminate or consent to the cancellation or surrender of any lease of the Mortgaged Property or of any part thereof, now existing or hereafter to be made; (v) modify or vary any such lease; or (vi) accept prepayments of any installments of rents to become due under such leases, except prepayments in the nature of security for the performance of the lessees thereunder.

(b) Mortgagor will at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Premises or any part thereof now or hereafter existing, on the part of the lessor thereunder to be kept and performed, and shall do all things necessary to compel performance by the lessee under each lease of all obligations, covenants and agreements by such lessee to be performed thereunder. If any of such leases provide for the giving by the lessee of certificates with respect to the status of such leases, Mortgagor shall exercise its right to request such certificates within five (5) days of any demand therefor by Mortgagee. Mortgagor shall promptly notify Mortgagee of (i) the commencement of any action or proceeding by any lessee, the purpose of which shall be the cancellation of any lease or diminution or offset against the rent payable under any such lease, or (ii) the interposition by any lessee of any defense in any action or proceeding brought by Mortgagor against such lessee, or (iii) a written notice received by Mortgagor from any lessee claiming constructive eviction, and will cause a copy of any process, pleading or notice received by Mortgagor in reference to any such action, defense or claim to be promptly delivered to Mortgagee.

(c) Mortgagor shall furnish to Mortgagee, within thirty (30) days after a request by Mortgagee to do so, a written statement containing a schedule of all leases of all or any part of the Mortgaged Property, the names of the respective lessees, the terms of their respective leases, the space occupied and the rentals payable thereunder, and, if also requested, true copies of all such leases.

(d) Mortgagor covenants that any and all leases affecting the Premises shall in all respects be subject and subordinate to the lien of this Mortgage.

Section 1.15 Attornment. To the extent not so provided by applicable law, each lease of the Premises or any part thereof shall provide that, in the event of the enforcement by Mortgagee of the remedies provided for by law or by this Mortgage, the lessee thereunder will, upon request of any person succeeding to the interest of Mortgagor as a result of such enforcement, automatically become the lessee of said successor in interest, without change in the terms or other provisions of such lease, provided, however, that said successor in interest shall not be bound by: (a) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by said lessee of its obligations under said lease; (b) any amendment or modification of the lease made without the consent of Mortgagee or such successor in interest; or (c) any work required to be done by Mortgagor pursuant to the terms of said lease. Each such lease shall also provide that, upon request by said successor in interest, such lessee shall execute and deliver an instrument or instruments confirming such attornment.

Section 1.16 Expenses of Mortgagee. Mortgagor agrees that if any action or proceeding be commenced, excepting an action to foreclose this Mortgage or to collect the indebtedness hereby secured, to which action or proceeding Mortgagee is a party by reason of the execution of this Mortgage or the Note which it secures, or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by Mortgagee for the expense of any litigation to prosecute or defend the transaction and the rights and lien created hereby (including, without limitation, reasonable attorneys' fees) shall be paid by Mortgagor together with interest thereon from the date of payment by Mortgagee at the Default Rate. All such sums paid and the interest thereon shall be a lien upon the Mortgaged Property, and shall be secured hereby.

Section 1.17 Change in Law Affecting Mortgages. Mortgagor agrees that in the event of the passage after the date of this Mortgage of any law deducting any lien from the value of land for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts secured by a mortgage, or the manner of the collection of any such taxes, so as to impose upon Mortgagee any tax that previously would

have been payable by Mortgagor, the whole of the principal sum secured by this Mortgage, together with interest due thereon, shall at the option of Mortgagee, without notice to any party, become immediately due and payable.

Section 1.18 Utilities. The Mortgaged Property will be provided with adequate water, sewer and other utility facilities at all times, in compliance with all applicable laws and regulations.

Section 1.19 Restrictions on Transfer or Encumbrance. Mortgagor shall not, directly or indirectly, by transfer, mortgage, hypothecation, encumbrance or conveyance, do or suffer the assignment, transfer, sale, conveyance, or encumbrance junior or senior hereto of the Mortgaged Property or any part thereof or any interest therein or in Mortgagor without in each instance the prior written consent of Mortgagee.

Section 1.20 Existing Compliance with Environmental Requirements. Except as set forth in the documents listed in Schedule 1.20, Mortgagor represents and warrants that:

(a) Mortgagor has investigated the prior ownership and use of the Mortgaged Property, in a manner consistent with good commercial and customary practice, to determine that the Mortgaged Property is free of those elements or compounds which are contained in the list of hazardous substances covered by the following federal laws: Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. 9601 et seq.; the Superfund Amendments and Reauthorization Act of 1987; the Resource Conservation and Recovery Act of 1976, 42 U.S.C.A. 6901 et seq.; the Clean Water Act, 42 U.S.C.A. 7401 et seq.; the Water Pollution Control Act, ~~N.T.S.A. 58:10A-1~~ et seq.; and all other Environmental Laws and other similar existing and future federal, state and municipal statutes, laws and ordinances governing the environment, all as amended from time to time, together with all rules and regulations issued or promulgated pursuant to or in connection with any of the foregoing (collectively, "Hazardous Substances"). Mortgagor, in performing its investigation, has considered, among other factors, (i) the relationship of the purchase price to the value of the Mortgaged Property if uncontaminated when acquired, (ii) commonly known or ascertainable information about the Mortgaged Property, and (iii) the obviousness of the presence or likely presence of contamination.

(b) Further, Mortgagor has caused to be conducted an on-site inspection of the Mortgaged Property and Mortgagor found no evidence of the presence of Hazardous Substances on or in the Mortgaged Property. To the best of Mortgagor's knowledge, after due inquiry and investigation, none of the real property owned and/or occupied by Mortgagor and located in the State, including but not limited to the Mortgaged Property, has ever been used by previous owners and/or operators to refine, produce, store, handle, transfer, process, transport, generate, manufacture, treat or dispose of Hazardous Substances, and Mortgagor has not in the past used, nor does Mortgagor intend in the future to use, said real property, including but not limited to the Mortgaged Property, for the purpose of refining, producing, storing, handling, transferring, processing or transporting Hazardous Substances.

(c) Mortgagor has not received a summons, citation, directive, letter or other communication, written or oral, from the Department concerning any intentional or unintentional action or omission on Mortgagor's part resulting in the Release of Hazardous Substances into any of the Protected Areas.

(d) Mortgagor's grantor was not required and did not place a notice in the deed to the Mortgaged Property related to presence of Hazardous Substances at the Mortgaged Property.

(e) Mortgagor has not permitted, and will not permit, any tenant or occupant of the Mortgaged Property to engage in any activity with respect to the generating, treating, processing, storing, recycling or disposing of any Hazardous Substances that could impose environmental liability on such tenant or occupant, on Mortgagor, or on any other owner of any of the Mortgaged Property.

(f) There is no asbestos, PCBs (polychlorinated biphenyls) or urea formaldehyde insulation located on, in, under or about the Mortgaged Property in excess of the point set by current state and federal guidelines at which remediation is required.

Section 1.21 Easements and Instruments of Record. Mortgagor will promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Property, noncompliance with which shall affect the security of this Mortgage, or shall impose any duty or obligation upon Mortgagor or any lessee or other occupant of the Mortgaged Property or

any part thereof, and Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Property.

Section 1.22 Right of Entry. Mortgagee and its authorized representatives and designees shall have the right at all reasonable times during usual business hours, or as otherwise required in the event of an emergency, to enter upon and inspect all portions of the Mortgaged Property.

Section 1.23 Flood Hazard. Mortgagor hereby represents that the Premises do not comprise property identified by the Secretary of Housing and Urban Development as an area having special flood hazards. If the Premises at any time are so identified by the Secretary of Housing and Urban Development as having special flood hazards, Mortgagor will keep the Premises insured against loss by flood hazards in an amount at least equal to the outstanding principal balance of the Note secured by this Mortgage, or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1973, whichever is less.

Section 1.24 Certain Representations and Warranties. Mortgagor represents and warrants to Mortgagee that: (a) the Documents are all valid, binding and enforceable obligations of Mortgagor; (b) to its knowledge, there is no action, suit or proceeding threatened against or affecting Mortgagor or the Mortgaged Property which could materially adversely affect Mortgagor or the Mortgaged Property; (c) to its knowledge, all laws and governmental and private restrictions affecting Mortgagor or the Mortgaged Property have been complied with, and all governmental and private consents necessary to Mortgagor's consummation of the loan secured hereby have been obtained; (d) to its knowledge, Mortgagor is not in material violation of (i) any law, rule, regulation, order, writ, judgment, decree, determination or award applicable to it, or (ii) any provision of any indenture, lease, loan or other agreement to which it is a party or by which it or its properties may be bound, which violation would have an adverse effect upon Mortgagor's ability to perform any of its obligations under the Documents; (e) the statements, information and reports furnished to Mortgagee in connection with the loan secured hereby are accurate, correct and complete in all respects; (f) there are no delinquent taxes, ground rents, water charges, sewer rents, assessments (including assessments payable in future installments) or other outstanding charges affecting the Mortgaged Property; (g) the Mortgaged Property is separately assessed for tax purposes; (h) Mortgagor has filed all federal, state, county and municipal tax returns and annual reports required to be filed by it, and has paid all taxes and fees which have become due pursuant to such returns and reports or pursuant to any assessments related thereto, and Mortgagor does not know of any basis for any additional assessment in respect thereof; (i) each party to the Note, the Mortgage and all other Documents had legal capacity to enter into, execute and deliver the same, and the Note, Mortgage and all other Documents have been duly and properly executed and delivered by such parties; (j) all costs, fees and expenses payable to Mortgagee in connection with making the loan secured hereby have been paid; (k) there are no mechanics' or similar liens or claims which have been filed for work, labor or material, or which relate to the existence or cleanup of any Hazardous Substances affecting the Mortgaged Property, which are or may be liens prior to, or equal or coordinate with, the lien of this Mortgage; (l) all Improvements are wholly within the boundaries and building restriction lines of the Premises, except as described on the title policy and as shown on the survey(s) delivered to Mortgagee in connection herewith, and no improvements on adjoining properties encroach upon the Mortgaged Property, except as described in the title policy and as shown on the survey(s) delivered to Mortgagee in connection herewith, and no covenants, conditions and restrictions, if any, are violated by the Improvements, and no future violations could give rise to any rights of reverter or reentry; and (m) all leases, licenses or other agreements pursuant to which any person or entity is entitled to use or occupy any portion of the Mortgaged Property is subject and subordinate to this Mortgage.

Section 1.25 Publicity. Mortgagor agrees to permit Mortgagee to disclose Mortgagor's identity and the amount and purpose of the loan secured hereby.

Section 1.26 Environmental Compliance. Within thirty (30) days of the end of Mortgagor's fiscal year, Mortgagor shall provide to Mortgagee evidence acceptable to Mortgagee in all respects that Mortgagor has implemented and is in full compliance with all recommendations and requirements set forth in any environmental abatement plans and/or operations and maintenance programs previously delivered to Mortgagee.

Section 1.27 Future Compliance with Environmental Requirements. Mortgagor covenants that:

(a) Mortgagor shall operate the Mortgaged Property or cause it to be operated in compliance with all applicable laws of the state and federal governments and all applicable rules and regulations promulgated by the Michigan Department of Environmental Quality ("Department") or any successor agency thereto. Mortgagor shall have the right in good faith to contest or appeal from such laws, ordinances and regulations and any decision adverse to Mortgagor based thereon, but all costs, fees and expenses incurred in connection with such proceedings shall be borne by Mortgagor.

(b) Mortgagor shall not cause or permit to exist, as a result of an intentional or unintentional action or omission on its part, a release of Hazardous Substances, unless said Release of Hazardous Substances is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal or state governmental authorities.

(c) If Mortgagor obtains, gives or receives notice of any release of Hazardous Substances or threat thereof at the Mortgaged Property, or receives any notice of violation, request for information or notification that it is potentially responsible for investigation or cleanup of environmental conditions at the Mortgaged Property, demand letter or complaint, order, citation, or other notice with regard to any release of Hazardous Substances or any other environmental matter affecting the Mortgaged Property or Mortgagor's interest therein (an "Environmental Complaint") from any person or entity, including the Department or the U.S. Environmental Protection Agency (either, the "Authority"), then Mortgagor shall, within five (5) business days, give written notice of same to Mortgagee detailing the facts and circumstances giving rise to the release of Hazardous Substances or Environmental Complaint. Such information is to be provided to allow Mortgagee to protect its security interest in the Mortgaged Property.

(d) Mortgagor shall promptly forward to Mortgagee copies of any request for information, notification of potential liability, demand letter relating to potential responsibility with respect to the investigation or cleanup of Hazardous Substances at any other site owned, operated or used by Mortgagor to dispose of Hazardous Substances and shall continue to forward copies of communications regarding such claims to Mortgagee until the claim is settled. Mortgagor shall promptly forward to Mortgagee a copy of any filing relating to the release of Hazardous Substances at any other property owned or leased by Mortgagor that Mortgagor is required to file under any state or local environmental law, regulation or ordinance. Such information is to be provided to allow Mortgagee to protect its security interest in the Mortgaged Property.

(e) If Mortgagor shall fail to respond promptly to any release of Hazardous Substances, Environmental Complaint or the presence of any Hazardous Substances affecting the Mortgaged Property, whether or not the same originates or emanates from the Mortgaged Property or any other real estate in accordance with Mortgagor's liability under any Environmental Law, and/or if Mortgagor shall fail to comply with any of the requirements of any Environmental Law, Mortgagee may, at its election, but without the obligation to do so: (i) give such notices, and/or (ii) enter onto the Mortgaged Property after reasonable notice to Mortgagor and take such actions as Mortgagee deems reasonably necessary to clean up, remove, mitigate or otherwise deal with any release of Hazardous Substances, the presence of Hazardous Substances or any Environmental Complaint. All costs and expenses incurred by Mortgagee in the exercise of any such rights, including any sums paid in connection with any judicial or administrative investigation or proceeding, fines, penalties, fees for legal counsel and other professionals, together with interest thereon at the default rate stipulated in the Note, and if not specified therein, then at the then applicable rate of interest under the Note, from the date of payment by Mortgagee, shall be immediately due and payable by Mortgagor to Mortgagee, and until paid, shall be added to and become a part of the indebtedness under the Note and shall be secured by the lien of this Mortgage except to the extent that any such costs and expenses arise solely out of the gross negligence or willful misconduct of Mortgagee.

(f) Promptly upon the written request of Mortgagee, which written request may be made by Mortgagee from time to time but only upon the reasonable belief that there has been a release of Hazardous Substances at the Mortgaged Property, Mortgagor shall provide Mortgagee, at Mortgagor's expense, an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable, in the reasonable opinion of Mortgagee, to assess with a reasonable degree of certainty the existence of a release of Hazardous Substances and the potential costs in connection with abatement, cleanup or removal of such release of Hazardous Substances found on, under, at or within the Mortgaged Property; provided that:

(i) If such estimates, individually or in the aggregate, exceed \$100,000.00, Mortgagee shall have the right to require Mortgagor to post a bond to secure payment of these costs and expenses; and

(ii) If the release of Hazardous Substances is the subject of any governmental inquiry, investigation or audit, then the provisions of the preceding subsection shall be suspended during any such governmental action, and Mortgagor shall be subject to any requirement imposed on Mortgagor as a result of such governmental action.

(g) In addition to the Events of Default set forth elsewhere in this Mortgage, the filing by any Authority of an Environmental Complaint or expenditure of money by any Authority to respond to a release of Hazardous Substances or Environmental Complaint at the Mortgaged Property (an "Action") shall constitute an Event of Default under this Mortgage; provided, however, such Action shall not constitute an Event of Default if, within thirty (30) days of the date of notice to Mortgagor of such Action, Mortgagor demonstrates to the reasonable satisfaction of Mortgagee that it has commenced and is diligently pursuing either: (i) cure or correction of the event which constitutes the basis for the Action, including, as necessary, payment of any claims and removal of any lien imposed and continues diligently to pursue such cure or correction to completion, or (ii) institutes proceedings for an injunction, a restraining order or other appeal procedure seeking to prevent such Authority from enforcing such Action or to defend against the enforcement of such Action. Mortgagor shall post a bond, letter of credit or other security, in form, substance, and amount reasonably acceptable to Mortgagee and the Authority or entity seeking to enforce the Action, to secure the proper and complete cure or correction of the event which constitutes the basis for the Action. Subject to Mortgagee's agreement, which agreement shall not be unreasonably withheld or delayed, the commitment of any reputable title insurance company to affirmatively insure over or to omit such lien shall constitute such reasonably satisfactory security.

(h) Mortgagor shall not place, or permit to be placed, any underground storage tank on the Mortgaged Property.

(i) Mortgagor shall defend and indemnify Mortgagee and hold Mortgagee harmless from and against all loss, liability, damages and expenses, claims, costs, fines, penalties, including fees for legal counsel and other professionals, suffered or incurred by Mortgagee, whether as holder of this Mortgage, as a Mortgagee in possession, or as successor-in-interest to Mortgagor, by foreclosure deed or deed in lieu of foreclosure, under or on account of any environmental statute, law, ordinance or order including the assertion of any lien thereunder, with respect to any release of Hazardous Substances, the presence of any Hazardous Substances affecting the Mortgaged Property, whether or not the same originates or emanates from the Mortgaged Property, including any loss of value of the Mortgaged Property as a result of the foregoing so long as no such loss, liability, damage and expense is attributable to any release of Hazardous Substances resulting from actions on the part of Mortgagee or its assigns. Mortgagor's obligations under this Article shall arise upon the discovery of the presence of any Hazardous Substances at the Mortgaged Property, whether or not any federal, state, or local environmental agency has taken or threatened any action in connection with the presence of any Hazardous Substances. Mortgagor's obligation hereunder shall survive the termination of this Mortgage.

Section 1.28 Compliance with Americans with Disabilities Act. Mortgagor or any tenant approved by Mortgagee shall be responsible for compliance with Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §§12181 et seq. and its regulations, (collectively, the "ADA") as to the design, construction, use and occupancy of the Mortgaged Property, which compliance shall include, without limitation (a) provision for full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations of the Mortgaged Property as contemplated by and to the extent required by the ADA; (b) compliance relating to requirements under the ADA or amendments thereto arising after the date hereof; and (c) compliance relating to the design, layout, renovation, redecorating, refurbishment, alteration, or improvement to the Mortgaged Property made at any time following the date hereof. Mortgagor shall indemnify, protect, defend and save Mortgagee harmless with regard to any non-compliance or alleged non-compliance by the Mortgagor by the ADA and with any law, order, ordinance, regulation, permit, license or other governmental matter in any way relating to the design, construction, use or occupancy of the Mortgaged Property. If Mortgagee is named as defendant or a responsible party with respect to any alleged violation or non-compliance by Mortgagor as aforesaid, Mortgagee may require, by notice to Mortgagor, that the matters or conduct giving rise thereto be discontinued by Mortgagor unless and until the alleged violation or non-compliance is resolved in Mortgagor's favor.

Section 1.29 Assignment of Rents and Leases.

(a) As security for the prompt payment and performance of Mortgagor's obligations hereunder and under the Loan Documents, the Mortgagor hereby grants, transfers, and assigns to the Mortgagee a security interest in (i) all of the Mortgagor's interest in and to any and all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Project, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof (the "Leases"), including, without limitation, any cash or securities deposited thereunder to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the applicable agreements or applied to one or more of the installments of rent coming due; (ii) all rents, royalties, issues, profits, revenues, income and other benefits arising from and remedies under the Leases; and (iii) all rents, royalties, issues, income, profits, revenues, other benefits and security deposits due or to become due or arising from the Project.

(b) The Mortgagor covenants (i) to observe and perform all of the obligations imposed upon the landlord in the Leases and not to do or permit to be done anything to impair the security thereof; (ii) that the Leases are valid and enforceable and that the tenants are not in default under any of the terms thereof; (iii) that no rent reserved in the Leases has been anticipated or assigned; (iv) not to collect any of the rents, income and profits arising or accruing from the Project in advance of the time when the same becomes due under the terms of the Leases; (v) not to discount any future accruing rents; (vi) without the prior written consent of the Mortgagee, not to execute any other assignment of the Leases or assignment of rents therefrom; (vii) not to alter, modify or change the terms of the Leases without the prior written consent of the Mortgagee, which shall not be unreasonably withheld, conditioned or delayed; (viii) not to surrender, cancel or terminate the Lease, or accept any such surrender, cancellation or termination, without the prior written consent of the Mortgagee; and (ix) to assign and transfer to the Mortgagee any and all further Leases upon all or any part of the Project and to execute and deliver, at the request of the Mortgagee, all such further assurances and assignments in the Project as the Mortgagee may from time to time require.

(c) So long as no Event of Default shall exist and the Mortgagor is not in default in the performance of any obligation, covenant or agreement contained in the Leases, the Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence of an Event of Default or a default by the Mortgagor under the Leases), to collect upon, but not prior to accrual, all rents, income and profits from the Project; such rents, income and profits to be held in trust for the Mortgagee. Each month, provided that no Event of Default shall have occurred, the Mortgagor may retain such rents, income and profits as were collected that month and held in trust for the Mortgagee and use and enjoy the same.

(d) Upon revocation of the license referred to in the preceding Section (c), following notification to the tenants under the Leases by the Mortgagee that all rents are to be paid to it, all rents shall be paid directly to the Mortgagee and not through the Mortgagor, it being understood that (i) a demand by the Mortgagee on any tenant under the Leases for the payment of rent shall be sufficient to warrant payment by such tenant of future payments of rent to the Mortgagee without the necessity of further consent by the Mortgagor; (ii) the Mortgagee shall be entitled to take possession of the Project and to have, hold, manage, lease and operate the same on such terms and for such period of time as the Mortgagee may deem proper; (iii) the Mortgagee shall be entitled to make from time to time all alterations, renovations, repairs or replacements to the Project as may seem proper to the Mortgagee; and (iv) the Mortgagee may apply rents, income and profits to the payment of:

(A) the cost of all such alterations, renovations, repairs and replacements and expenses incident to the taking and retaining possession of the Project and the management and operation thereof and keeping the same properly insured;

(B) all taxes, charges, claims, assessments, water rents and any other liens which may be prior in lien or payment to the obligations of the Mortgagor under the Note and other Loan Documents, and premiums for said insurance with interest on all such items; and

(C) the obligations of the Mortgagor under the Note and other Loan Documents, together with all costs and attorney's fees;

all in such order of priority as to any of such items as the Mortgagee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

(e) Subsequent to an Event of Default or a default by the Mortgagor under the Leases which is remedied, with all necessary charges and expenses incurred by reason thereof paid, the parties hereto shall each be restored to and reinstated in their respective rights and estates as if such Event of Default or default by the Mortgagor under the Leases had not occurred. The Mortgagor shall thereupon hold the Project subject hereto as if the Mortgagee had not exercised its rights and options hereunder and as if Mortgagor's license to collect rents had not been revoked; but nothing hereinbefore contained shall impair any right of the Mortgagee upon any subsequent breach.

(f) The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this Agreement, and the Mortgagor shall and does hereby agree to indemnify the Mortgagee for and to hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Agreement, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Mortgagee incur any such liability, loss or damage under the Leases, this Agreement or in the defense of any such claims or demands, the amount thereof including costs, expenses and reasonable attorneys' fees shall be secured hereby and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand, and upon the failure of the Mortgagor so to do the Mortgagee may declare the Obligations immediately due and payable, provided that any notice and opportunity to cure required by the Loan Documents are given.

ARTICLE II. EVENTS OF DEFAULT AND REMEDIES

Section 2.01 Events of Default and Remedies. If one or more of the following Events of Default shall happen:

(a) if (i) default shall be made in the payment of any tax required by Section 1.07 to be paid and said default shall have continued for a period of ten (10) days, or (ii) default shall be made in the due observance or performance of any covenant or agreement on the part of Mortgagor contained in Section 1.01, 1.09, 1.14, 1.20, 1.21, 1.22, 1.27, or 1.28 hereof (for the purposes of this clause, and for subparagraph (b) below, if any representation made in Section 1.01 shall be incorrect, it shall be deemed to be a default); or

(b) except as set forth in Section 2.01(a) hereof, if Mortgagor shall fail to comply with or perform any (i) affirmative covenant or agreement set forth in this Mortgage and the continuance of such failure continues for ten (10) days after written notice thereof from Mortgagee; provided, however, that if the curing of such default cannot be accomplished within said ten (10) day period, and Mortgagor has commenced to cure such default within the said ten (10) day period, the cure period shall be extended to a period of time necessary to cure such default, but in no event shall such period exceed thirty (30) days; or (ii) negative covenant or agreement set forth in this Mortgage as and when such performance shall be due (i.e., there is no cure period); or

(c) if any Event of Default shall occur under the Note, the Loan Agreement or under any of the other Documents; or

(d) if it shall be illegal for Mortgagor to pay any tax referred to in Section 1.07 hereof, or if the payment of such tax by Mortgagor would result in a violation of the usury laws of the jurisdiction in which the Premises are located; or

(e) if the holder of a junior or senior mortgage or other lien or encumbrance on the Mortgaged Property, or any part thereof, institutes foreclosure or other proceedings for the enforcement of its remedies thereunder, which foreclosure or other proceedings are not discharged (without affecting the Mortgaged Property) or bonded within thirty (30) days from the institution thereof (this subsection (e) shall not be construed to imply that Mortgagee consents to any junior or senior lien or encumbrance); or

(f) if any easement over, across or under or otherwise affecting the Mortgaged Property or any portion thereof shall be granted without Mortgagee's prior written consent; or

(g) the Mortgagor suffers or permits any judgment in excess of One Hundred Thousand and No/100 Dollars (\$100,000) against the Mortgagor or any attachment against the Premises or any of the Mortgagor's property (for an amount not fully covered by insurance), to remain unpaid, undischarged, unbonded or undismissed for a period of thirty (30) days; or

(h) if the Mortgaged Property or any part thereof shall be sold or otherwise transferred or if there be any change in the controlling ownership of Mortgagor; or

(i) if Mortgagor incurs any debt in addition to the Loan without the prior written consent of Mortgagee; or

(j) if any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Mortgaged Property such that the present or intended use of the Mortgaged Property, as specified in the Loan Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed (other than as a pre-existing legally permitted nonconforming use); or

then and in every such case:

(i) Mortgagee may declare the entire principal of the Note then outstanding (if not then due and payable), and all accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the principal of the Note and said accrued and unpaid interest, together with all other fees and charges payable in connection with the indebtedness evidenced by the Note, shall become and be immediately due and payable, anything in the Note or in this Mortgage or any other Document to the contrary notwithstanding;

(ii) To the extent permitted by applicable law, Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the Mortgaged Property and each and every part thereof, and may exclude Mortgagor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Mortgaged Property or any part thereof and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, Mortgagee, at the expense of Mortgagor, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Property, whereof it shall become possessed as aforesaid, may complete the construction of the Improvements, if applicable, and in the course of such completion may make such changes in the contemplated Improvements as it may deem desirable, and may insure the same; and likewise, from time to time, at the expense of Mortgagor, Mortgagee may make all necessary or proper repairs, renewals and replacements, and such useful alterations, additions, betterments and improvements thereto and thereon, as to it may seem advisable; and in every such case Mortgagee shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise, as Mortgagee shall deem best; and Mortgagee shall be entitled to collect and receive all gross receipts, earnings, revenues, rents, issues, profits and income of the Mortgaged Property and every part thereof, all of which shall for all purposes constitute property of Mortgagee; and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, Mortgagee may apply the monies arising as aforesaid in such manner and at such times as Mortgagee shall determine in its discretion to the payment of the indebtedness secured hereby and the interest thereon, when and as the same shall become payable and/or to the payment of any other sums required to be paid by Mortgagor under this Mortgage or any Document; and

(iii) Mortgagee, with or without entry, personally or by its agents or attorneys, insofar as applicable, may: (1) sell the Mortgaged Property or any part thereof, by power of sale or otherwise, to the extent permitted and pursuant to the procedures provided by law, and all estate, right, title and interest, claim and demand therein, at one or more sales, as an entity or in parcels, and at such time and place, upon such terms, and

after such notice thereof as may be required or permitted by law; or (2) institute proceedings for the complete or partial foreclosure of this Mortgage; or (3) take such steps to protect and enforce its rights, whether by action, suit or proceeding in equity or at law, for the specific performance of any covenant, condition or agreement in the Note, this Mortgage or any other Document, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other available legal or equitable remedy as Mortgagee shall elect. Mortgagor authorizes Mortgagee, at Mortgagee's option, to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property (unless such tenants have entered into a subordination agreement with Mortgagee); provided, however, that all leases executed subsequent to the recordation of this Mortgage shall at all times be subject and subordinate to this Mortgage and to all the terms and conditions of this Mortgage and to the rights and liens of the holder of this Mortgage and to all renewals, modifications, consolidations, replacements and extensions thereof. The failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to recover the indebtedness secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property; however, nothing herein contained shall prevent Mortgagor from disputing in any proceedings the amount of the deficiency or the sufficiency of any bid at such foreclosure sale or that the failure to foreclose any such tenants adversely affects the value of the Mortgaged Property.

Section 2.02 Foreclosure Sale.

(a) Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(b) Upon the completion of any sale or sales made under or by virtue of this Article II, Mortgagee, or any officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument or instruments conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Mortgagee is hereby irrevocably appointed the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of any part of the Mortgaged Property and rights so sold. Mortgagee may, for such purpose, execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Mortgagor, if so requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee, for the purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Article II, whether made under the power of sale herein granted or by virtue of judicial proceedings or a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties, interests and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same or any part thereof from, through or under Mortgagor.

(c) In the event of any sale made under or by virtue of this Article II (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or a judgment or decree of foreclosure and sale), the entire principal of and interest on the Note, if not previously due and payable, and all other sums required to be paid by Mortgagor pursuant to this Mortgage and/or any other Document, immediately thereupon shall, anything in the Note, this Mortgage or any other Document to the contrary notwithstanding, become due and payable.

(d) The purchase money proceeds or avails of any sale made under or by virtue of this Article II, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Article II or otherwise, shall be applied as follows:

(i) first: to the payment of the costs and expenses of such sale, including reasonable compensation to Mortgagee, its agents and attorneys, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, together with interest at the Default Rate on all advances made by Mortgagee and all taxes or assessments paid by

Mortgagee, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold;

(ii) second: to the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest and any other sums required to be paid by Mortgagor pursuant to any provision of this Mortgage, the Note, or any other Document, all with interest at the Default Rate from the date such sums were or are required to be paid under this Mortgage, the Note or the other Documents, all in such order and manner as Mortgagee may determine in its sole and absolute discretion;

(iii) third: to the payment of any other sums required to be paid by Mortgagor pursuant to any provision of this Mortgage, the Note, or any other Document, all with interest at the Default Rate, from the date such sums were or are required to be paid under this Mortgage, the Note or the other Documents; and

(iv) fourth: to the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

(e) Upon any sale made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of Mortgagor secured by this Mortgage the net sales price, after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage.

Section 2.03 Payment of Indebtedness After Default.

(a) If an Event of Default shall have occurred after any applicable cure period, then upon written demand of Mortgagee, Mortgagor will pay to Mortgagee the whole amount which then shall have become due and payable on the Note, for principal and interest or both, as the case may be, and after the happening of said Event of Default will also pay to Mortgagee interest at the Default Rate on the then unpaid principal of the Note, and the sums required to be paid by Mortgagor pursuant to any provision of this Mortgage, and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including reasonable compensation to Mortgagee, its agents and attorneys, and any expenses incurred by Mortgagee hereunder. In the event Mortgagor shall fail forthwith to pay such amounts upon such demand, Mortgagee shall be entitled and empowered to institute such action or proceedings at law or in equity as may be advised by its counsel for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree and may enforce any such judgment or final decree against Mortgagor and collect out of the property of Mortgagor wherever situated, as well as out of the Mortgaged Property, in any manner provided by law, monies adjudged or decreed to be payable with interest thereon at the Default Rate.

(b) Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage. The right of Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this Mortgage, or the foreclosure of the lien hereof. In the event of a sale of the Mortgaged Property or any part thereof and of the application of the proceeds of sale, as in this Mortgage provided, to the payment of the indebtedness hereby secured, Mortgagee shall be entitled to (i) enforce payment of; and to receive all amounts then remaining due and unpaid upon, the Note, (ii) enforce payment of all other charges, payments and costs due under this Mortgage, and (iii) recover judgment for any portion of the debt remaining unpaid, with interest thereon at the Default Rate. In case of proceedings against Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then Mortgagee shall be entitled to prove the whole amount of principal and interest due upon the Note to the full amount thereof, and all other payments, charges and costs due under this Mortgage, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property, provided, however, that in no case shall Mortgagee receive a greater amount than such principal and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Mortgaged Property or any part thereof and the distribution from the estate of Mortgagor.

(c) No recovery of any judgment by Mortgagee and no levy of any execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before.

(d) Any monies thus collected by Mortgagee under this Section 2.03 shall be applied by Mortgagee in accordance with the provisions of paragraph (d) of Section 2.02.

Section 2.04 Waiver of Personal Service; Appointment of Receiver. Mortgagor does hereby waive personal service of process and consent to service by certified mail to the address of Mortgagor set forth on the cover page of this Mortgage (with copies to be sent as provided in Section 3.03). After the happening of any Event of Default beyond any applicable cure period, or upon the commencement of any proceedings to foreclose this Mortgage or to enforce the specific performance hereof, or upon the commencement of any other judicial proceeding to enforce any right of Mortgagee, or in aid of any of the foregoing, Mortgagee, without regard to the value or occupancy of the Mortgaged Property or the solvency of Mortgagor or any guarantor of all or any part of the Loan, with or without notice to Mortgagor or any such guarantor, upon proper application to a court of competent jurisdiction shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, revenues, issues, income, products and profits thereof and apply the same as the court may direct. The receiver shall have all rights and powers permitted under the laws of the State and such other powers as the court making such appointment shall confer. The expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of and to manage and operate the Mortgaged Property, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits as are actually received by Mortgagee. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits, or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Mortgagee.

Section 2.05 Possession of Premises. Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any of its property, or of the Mortgaged Property or any part thereof, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage.

Section 2.06 Remedies Cumulative. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity or by statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any such rights or power, or shall be construed to be a waiver of any such Event of Default or any acquiescence therein; and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. Nothing in this Mortgage or in the Note shall affect the obligation of Mortgagor to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

Section 2.07 No Stay; Exemption or Moratorium. Mortgagor will not at any time insist upon, plead or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, whether now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, and shall suffer and permit the execution of every power as though no such law or laws had been made or enacted. Mortgagor for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property or any part thereof marshaled upon any foreclosure hereof.

Section 2.08 Rent During an Event of Default. To the extent permitted by applicable law, Mortgagor agrees that during the continuance of any Event of Default and pending the exercise by Mortgagee of its right to exclude Mortgagor from all or any part of the Premises, Mortgagor shall pay the fair and reasonable rental value for the use and occupancy of the Premises or any portion thereof which are in its possession for such period and, upon default of any such payment, will vacate and surrender possession of the Premises to Mortgagee or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of premises for non-payment of rent, however designated.

Section 2.09 Additional Remedies. Without limiting any of the foregoing rights, remedies and powers of Mortgagee hereunder, Mortgagor agrees that if an Event of Default shall have occurred:

(a) Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by the Note and this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action to foreclose this Mortgage, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

(b) Any real estate sold pursuant to any writ or order of execution issued on a judgment obtained by virtue of the Note or this Mortgage, or pursuant to any other judicial proceedings under this Mortgage or the Note, may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Mortgagee, in its sole discretion, may elect.

(c) Mortgagee shall have the power and authority to institute and maintain at any time and from time to time any suits and proceedings as Mortgagee may deem advisable: (i) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage, (ii) to preserve or protect its interest in the Mortgaged Property, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

(d) Upon request or demand of Mortgagee, Mortgagor shall, at its expense, assemble the personal property forming part of the Mortgaged Property and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee, on demand, any and all expenses, including attorneys' fees, incurred or paid by Mortgagee in protecting its interest in such property and in enforcing its rights hereunder with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to such property sent to Mortgagor in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute reasonable notice to Mortgagor. The proceeds of any disposition of such property, or any part thereof, may be applied by Mortgagee to the payment of the indebtedness secured hereby in such priority and proportions as Mortgagee in its discretion shall deem proper.

(e) Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of this Mortgage or the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of this Mortgage or the Note without first having obtained the consent of Mortgagor or such other person; and, in the latter event, Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee. No release of all or any part of the security as aforesaid shall in any way impair or affect the lien of this Mortgage or its priority over any subordinate lien.

Section 2.10 Counsel Fees. If Mortgagee becomes a party to any suit or proceeding affecting the Mortgaged Property or title thereto, the lien created by this Mortgage or Mortgagee's interest therein (including any proceeding in the nature of eminent domain), or if following the occurrence of an Event of Default, Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions,

covenants, provisions or stipulations of this Mortgage, the Note or any of the other Loan Documents, Mortgagee's costs, expenses and reasonable fees for legal counsel, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor, on demand, with interest at the Default Rate, and until paid they shall be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage.

ARTICLE III. MISCELLANEOUS

Section 3.01 Binding Obligations. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and the successors and assigns of Mortgagee. If there be more than one mortgagor, the representations, covenants and warranties hereof shall be joint and several. As used herein, the singular shall include the plural as the context requires.

Section 3.02 Severability. In the event any one or more of the provisions contained in this Mortgage, in the Note or in any other Document shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

Section 3.03 Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when given or served in accordance with the notice provisions of the Loan Agreement.

Section 3.04 Waiver of Notice. Whenever in this Mortgage the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person or persons entitled to receive such notice. Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee, except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by Mortgagee to Mortgagor, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.

Section 3.05 Assignment. This Mortgage, and any instruments made in connection herewith, may be assigned by Mortgagee without notice to or the consent of Mortgagor or any other party.

Section 3.06 Incorporation of Information. The information set forth on the cover hereof is hereby incorporated herein.

Section 3.07 Default Rate. The Default Rate provided for herein shall continue to accrue and be paid on any amount to which the Default Rate is applied, until said amount is paid in full.

Section 3.08 Applicable Law. This Mortgage shall be governed by, and construed, enforced and interpreted according to the laws of the State, without giving effect to the principles of conflicts of law.

Section 3.09 No Oral Modification. Neither this Mortgage nor any provision hereof may be changed, waived, modified, discharged or terminated, except by an instrument in writing signed by Mortgagee.

Section 3.10 Security Agreement and Fixture Filing. This Mortgage constitutes both a real property mortgage and a "security agreement", within the meaning of the Uniform Commercial Code of the State, and the Mortgaged Property includes both real and personal property and all other rights and interests of Mortgagor in the Mortgaged Property, whether tangible or intangible in nature. By executing and delivering this Mortgage, Mortgagor has granted to Mortgagee, as security for the Note, a security interest in the Chattels and any other personal property described herein as being subject to a lien in favor of Mortgagee. If Mortgagor shall default under the Note and/or this Mortgage, Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code of the State, including, without limiting the generality of the foregoing, the right to take possession of the Chattels or any part thereof, and to take such other measures as

Mortgagee may deem necessary for the care, protection and preservation of the Chattels. Upon request or demand of Mortgagee, Mortgagor shall at its expense assemble the Chattels and make them available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including legal expenses and attorneys' fees, incurred or paid by Mortgagee in protecting its interest in the Chattels and in enforcing its rights hereunder with respect to the Chattels. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Chattels sent to Mortgagor in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute reasonable notice to Mortgagor. The proceeds of any disposition of the Chattels, or any part thereof, may be applied by Mortgagee to the payment of the Note and any other obligations of Mortgagor secured hereby in such priority and proportions as Mortgagee in its discretion shall deem proper. The security agreement created by this Mortgage shall continue and remain in full force and effect during any foreclosure proceedings relating to this Mortgage and the period of redemption, if any, until all sums secured by this Mortgage, together with interest thereon, shall have been paid in full. This Mortgage is intended to be a financing statement within the purview of the Uniform Commercial Code in effect in the State with respect to any Collateral which is or may become fixtures relating to the Premises. The addresses of Mortgagor (debtor) and Mortgagee (secured party) are hereinabove set forth. This Mortgage is to be filed with the recorder of deeds of the county where the Project is located. Mortgagor is the record owner of the Premises.

Section 3.11 Attorneys' Fees. Wherever "attorneys' or counsel fees" or similar references are made herein, it shall include disbursements and such fees incurred out of court and in litigation, including, without limitation, pre-trial, appellate and bankruptcy proceedings.

Section 3.12 Mortgagee's Consent and Approval. If Mortgagor shall request Mortgagee's consent or approval pursuant to any of the provisions of this Mortgage or otherwise, and Mortgagee shall fail or refuse to give, or shall delay in giving, such consent or approval, Mortgagor shall in no event make, or be entitled to make, any claim for damages (nor shall Mortgagor assert, or be entitled to assert, any such claim by way of defense, set-off or counterclaim) based upon any claim or assertion by Mortgagor that Mortgagee unreasonably withheld or delayed its consent or approval, and Mortgagor hereby waives any and all rights that it may have from whatever source derived to make or assert any such claim. Mortgagor's sole remedy for any such failure, refusal or delay shall be an action for a declaratory judgment, specific performance or injunction, and such remedies shall be available only in those instances where Mortgagee has expressly agreed in writing not to unreasonably withhold or delay its consent or approval or where, as a matter of law, Mortgagee may not unreasonably withhold or delay the same.

Section 3.13 Inclusion of Subtenants. Whenever reference is made in this Mortgage to a lease, lessee, tenancy or tenant, such reference shall be deemed to include a sublease, sublessee, subtenancy or subtenant, as the case may be.

Section 3.14 Counterparts. This Mortgage may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Mortgage.

Section 3.15 Default Under Additional Security. If the payment of the mortgage indebtedness is now or hereafter further secured by assignments of leases or rentals, security agreements, financing statements, mortgages, collateral assignments, pledges, contracts of guaranty or other additional security documents, any default under the provisions of any such further security documents shall constitute and be a default under this Mortgage, and Mortgagee may, at its option, exhaust any one or more of the said security documents and the security thereunder, as well as the Mortgaged Property covered by this Mortgage, either concurrently or independently and in such other and further manner as Mortgagee may elect, and Mortgagee may apply the proceeds received therefrom upon the mortgage indebtedness without waiving or affecting Mortgagee's rights and remedies under this Mortgage or any other Document, whether exercised or not.

Section 3.16 Legal Interest Rate. Nothing herein, nor any transaction related hereto, shall be construed or operate so as to require Mortgagor to pay interest at a greater rate than shall be lawful. Should any interest or other charges paid by Mortgagor in connection with the loan evidenced by the Note result in the computation or earning of interest in excess of the maximum legal rate of interest which is legally permitted under the laws of the State or other applicable law, after taking into account all provisions of the Note and the Documents, then any and all such excess shall be, and the same is hereby, waived by Mortgagee, and any and all such excess

shall be automatically credited against and in reduction of the balance due under the indebtedness secured hereby, and any portion which exceeds the balance due under the Note and secured hereby shall be paid by Mortgagee to Mortgagor. At the maturity of the Note secured hereby (or prior thereto, in the event of any permitted prepayment, or if Mortgagee accelerates payment thereof), if the total amount of interest paid, including any service fee and any other charge upon the principal, exceeds the maximum legal contract rate permitted by law, such interest shall be recomputed and any such excess shall be credited to principal or returned to Mortgagor. It is the intent of the parties hereto that Mortgagor, under no circumstances, shall be required to pay, nor shall Mortgagee be entitled to collect, any interest which is in excess of the maximum legal rate permitted under applicable laws.

Section 3.17 No Joint Venture. Nothing contained herein shall create any joint venture, partnership, agency or trust arrangement between Mortgagor and Mortgagee.

Section 3.18 WAIVER OF TRIAL BY JURY. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING BROUGHT BY MORTGAGOR OR MORTGAGEE INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS MORTGAGE, THE NOTE OR ANY OTHER DOCUMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY IRREVOCABLY WAIVES IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY MORTGAGEE UNDER THIS MORTGAGE, THE NOTE OR ANY OTHER DOCUMENT, ANY AND EVERY RIGHT IT MAY HAVE TO, (A) INTERPOSE ANY COUNTERCLAIM THEREIN AND (B) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. NOTHING HEREIN CONTAINED SHALL PREVENT OR PROHIBIT MORTGAGOR FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST MORTGAGEE WITH RESPECT TO ANY ASSERTED CLAIM.

Section 3.19 Set-Off. Mortgagor agrees that, in addition to (and without limitation of) any right of set-off, bankers' lien or counterclaim Mortgagee may otherwise have, Mortgagee shall be entitled, at its option, to offset balances held by it for the account of Mortgagor in any of its offices, in lawful money of the United States of America or in any other currency, against any principal of or interest on the Note, or any other obligation of Mortgagor held by Mortgagee, which is not paid when due.

Section 3.20 Recovery of Sums Required To Be Paid. Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the indebtedness secured hereby as the same becomes due, without regard to whether or not the balance of such indebtedness shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

Section 3.21 Marshalling. Mortgagor waives and releases, to the fullest extent permitted by law and with awareness of the consequences thereof, any right to have the Mortgaged Property marshaled.

Section 3.22 Headings. The headings and captions of the various Articles and Sections of this Mortgage, and the table of contents, are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 3.23 Security and Priority of Advances.

(a) Loan Advances. This Mortgage secures, and the Mortgage Amount secured hereby includes future advances. All advances and indebtedness arising and accruing from time to time under this Mortgage and the other Loan Documents shall be secured hereby to the same extent as though the other Loan Documents were fully incorporated in this Mortgage. Under this Mortgage and the other Loan Documents (if applicable), advances shall be made and indebtedness shall be incurred from time to time hereafter, but each such advance or indebtedness shall be secured hereby as if made on the date hereof.

(b) Other Advances. This Mortgage secures (i) all advances made by Mortgagee with respect to any of the Mortgaged Property for the payment of impositions, maintenance charges, insurance premiums or costs incurred for the protection of any of the Mortgaged Property or the lien of this Mortgage, and (ii) all

expenses incurred by Mortgagee by reason of an Event of Default hereunder. This Mortgage shall constitute a lien on the Mortgaged Property from the time this Mortgage is recorded (or, if this is a purchase money mortgage, from the time of delivery herof to Mortgagee) for, among other things, all such advances and expenses, plus interest thereon, regardless of the time when such advances are made or such expenses are incurred.

Section 3.24 **VENUE:** Mortgagor irrevocably and unconditionally agrees that any suit, action or other legal proceeding arising out of or in connection with this Mortgage, or the obligations secured by it, may be brought in the courts of record of the County of Wayne, State of Michigan or the courts of the United States located in the State of Michigan. Borrower consents to the jurisdiction of each such court in any such suit, action or proceeding, and waives any objection to the venue of any such suit, action or proceeding in any such courts.

Section 3.25 **True Copy:** Mortgagor acknowledges receipt of a "true copy" of this Mortgage, provided without charge.

Section 3.26 **Release and Subordination.** Upon repayment in full of Note A and Note B, this Mortgage shall be deemed to secure only those sums due and payable under Note C, and any additional sums that may become payable under the terms of this Mortgage, and, from and after the repayment in full of Note A and Note B, this Mortgage shall be subordinate to the lien of any mortgage that shall be executed and recorded in connection with the refinance of Note A and Note B, up to \$7,361,200.

[Signature Follows on Next Page]

EXHIBIT A

LEGAL DESCRIPTION

OVERALL PROPERTY DESCRIPTION - AFTER LOT COMBINATION:

LAND IN THE CITY OF DETROIT, COUNTY OF WAYNE, STATE OF MICHIGAN BEING MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LYING BETWEEN AND ADJOINING IN PART THE SOUTHERLY LINE OF HALE AVE., THE NORTHERLY LINE OF ERSKINE AVE., THE WESTERLY LINE OF ST. AUBIN AVE.; AND THE EASTERLY LINE OF GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY (FORMERLY DEQUINDRE ST.) IN THE CITY OF DETROIT, WAYNE COUNTY MICHIGAN, BEING PART OF PRIVATE CLAIM 90, AND COMPOSED OF THE FOLLOWING:

ALL OF LOTS 1 TO 4, BOTH INCLUSIVE, AND PART OF LOT 5 OF "SUB. OF LOTS 18, 19, 20, 21, 22, AND PART OF 23, WITHERELL FARM" AS RECORDED IN LIBER 1 ON PAGE 23 OF PLATS, WAYNE COUNTY RECORDS, AND ALL OF LOTS 1 TO 14, BOTH INCLUSIVE, LOTS 18 TO 35, INCLUSIVE, PARTS OF LOT 15, TOGETHER WITH ADJOINING VACATED STREETS AND PUBLIC ALLEYS; ALL ABOVE IN "F.J.B. CRANE'S SUBDIVISION OF OUT LOT 17, WITHERELL FARM" AS RECORDED IN LIBER 53 ON PAGE 345 OF DEEDS, AND ALL OF LOTS 1 TO 17 OF "A. PULTE'S SUBDIVISION" OF OUT LOT NO. 35 AND THE NORTH PART OF O.L 34 ST.AUBIN FARM, AS RECORDED IN LIBER 2 PAGE 25 OF PLATS, WAYNE COUNTY RECORDS, AND ALL OF LOTS 94 TO 109 OF "PLAT OF SUBDIVISION OF OUT LOT NO. 34 ST. AUBIN FARM, AS RECORDED IN LIBER 1 PAGE 173 OF PLATS, WAYNE COUNTY RECORDS, AND LOTS 1 TO 3 AND LOTS 30 TO 35 OF "PLAT OF SUBDIVISION OF LOT 16, WITHERELL FARM" AS RECORDED IN LIBER 44 ON PAGE 470 OF DEEDS, TOGETHER WITH ADJOINING VACATED STREETS AND PUBLIC ALLEYS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF HALE AVE., (50 FT. WIDE) WITH THE EASTERLY LINE OF GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY, 60 FT. WIDE (FORMERLY DEQUINDRE ST.) SAID POINT OF BEGINNING ALSO BEING THE NORTHWESTERLY CORNER OF LOT 1 OF "SUB. OF LOTS 18, 19, 20, 21, 22, AND PART OF 23, WITHERELL FARM" RECORDED IN LIBER 1 ON PAGE 23 OF PLATS; THENCE N. 64°00'00" E. ALONG THE SOUTHERLY LINE OF HALE AVE. (50 FT. WIDE) 207.00 FEET TO A POINT; THENCE S. 26°00'00" E. 109.00 FEET TO A POINT; THENCE S. 38°17'53" E. 20.47 FEET TO A POINT ON THE NORTHWEST CORNER OF LOT 14 OF "F.J.B. CRANE'S SUBDIVISION" RECORDED IN LIBER 53 ON PAGE 345 OF DEEDS; THENCE N. 64°00'00" E. ALONG THE SOUTHERLY LINE OF A PUBLIC ALLEY (20 FT. WIDE) 60.00 FEET TO A POINT; THENCE S. 26°00'00" E. ALONG THE WESTERLY LINE OF A PUBLIC ALLEY (20 FT. WIDE), 141.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SCOTT STREET (50 FT. WIDE), THENCE N. 64°00'00" E. ALONG SAID SOUTHERLY LINE OF SCOTT STREET 370.00 FEET TO A POINT ON THE WESTERLY LINE OF ST. AUBIN AVE. RIGHT-OF-WAY, 50 FT. WIDE SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF LOT 12 OF "A. PULTE'S SUBDIVISION" OF OUT LOT NO. 35 AND THE NORTH PART OF O.L 34 ST. AUBIN FARM, AS RECORDED IN LIBER 2 PAGE 25 OF PLATS; THENCE S. 26°00'00" E. ALONG THE WESTERLY LINE OF SAID ST. AUBIN AVE. 424.00 FEET TO A POINT ON THE NORTHERLY LINE OF ERSKINE AVE.; THENCE S. 64°00'00" W. ALONG THE NORTHERLY LINE OF ERSKINE AVE. (40 FT. WIDE) 641.36 FEET TO A POINT ON THE EASTERLY LINE OF GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY (60 FT. WIDE); THENCE N. 26°00'00" W. AND ALONG SAID EASTERLY LINE OF THE GRAND TRUNK WESTERN RAILROAD RIGHT-OF-WAY (60 FT. WIDE) 694.00 FEET TO THE POINT OF BEGINNING. TOGETHER WITH ALL VACATED STREETS, ALLEYS AND RAILROAD YARDS WITHIN THE SUBJECT PARCEL.

CONTAINING 336945 SQUARE FEET OR 7.735 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORDS IF ANY.

ADDRESS - AFTER COMBINATION: 3403 ST. AUBIN

TAX PARCEL ID - AFTER COMBINATION: 09004994-5006

SCHEDULE 1.20

- (a) 3/7/2008 Phase I Environmental Site Assessment (ESA), Commercial Property- 1909 Erskine - August Mack
- (b) 6/18/2008 Phase I ESA, 5-Acre Undeveloped Property- August Mack
- (c) 3/25/2009 Phase II ESA, 5-acre Undeveloped Property- August Mack
- (d) 9/21/2010 Phase I Update, Commercial Property- 1909 Erskine- August Mack
- (e) 9/24/2010 Phase I Update, 5-Acre Undeveloped Property- August Mack
- (f) 11/16/2010 Phase II ESA, T&T Properties - August Mack
- (g) 5/10/2011 NESHAP Compliance Asbestos Survey – 1909 Erskine Street, Detroit, Michigan
- (h) 5/12/2011 Phase I ESA, Proposed D.E.P.S.A. High School – PM Environmental
- (i) 5/13/2011 Baseline Environmental Assessment (BEA), Proposed D.E.P.S.A. High School, PM Environmental (for DEPSA Real Estate Foundation)
- (j) 8/1/2011 Baseline Environmental Assessment (BEA), Proposed D.E.P.S.A. High School, PM Environmental (for DEPSA)
- (k) 2/10/2012 Phase I ESA, Proposed D.E.P.S.A. High School – PM Environmental
- (l) 4/18/2012 Due Care Plan, Proposed D.E.P.S.A. High School, PM Environmental

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 Goal and Related Measures. The educational goal and related measures 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

GOVERNANCE STRUCTURE

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 all public schools are subject to the leadership and general supervision of the State Board of Education; and the 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 the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the Oakland University Board of Trustees ("University") has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy through its Board ("Contract").

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Oakland University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. **Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.**

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. **The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of this Contract.**

Pursuant to applicable law and the Terms and Conditions of this Contract, **including Article III, Section 3.6**, the Academy Board may employ or contract for personnel according to the position information outlined in **Schedule 5**. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Public Schools Academy Office.

SECTION B

EDUCATIONAL GOAL AND RELATED MEASURES

SCHEDULE 7b

EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress toward the achievement of the educational goal identified in this schedule. If applicable, on average, the Academy's low income and English Language Learners (ELL) students' academic performance must meet or exceed the performance of its peer district's low income and ELL students on the Michigan assessment system. If the Academy fails to meet this measure every year for three (3) consecutive academic years with measurement beginning with the fall 2015 school year, the University will consider the Academy unacceptable and may consider beginning the process to suspend and revoke the Contract.

Upon request, the Academy shall provide The Office of Public School Academies ("PSA Office") with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the University 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.

Measures for Determining Goal Achievement

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, The PSA Office will annually assess the Academy's performance using the following standards.

Kindergarten through Eighth Grade Standards:

Standard 1:

Across bi-annual assessments, State standardized assessments, and local summative assessments all students will demonstrate measurable growth.

Standard 2:

On bi-annual assessments, students enrolled at the Academy for multiple years will demonstrate progress toward performance standards indicating post-secondary.

Standard 3:

On the State standardized assessment students will meet or exceed the performance of the comparison resident district.

Standard 4:

Discipline data and/or student mobility indicate a safe, stable environment.

Ninth through Twelfth Grade Standards:

Standard 1:

On the State standardized assessment, secondary students will meet or exceed the performance of the comparison resident district and evidence a positive trend of performance.

Standard 2:

The Academy's graduation rates will meet or exceed the comparison resident district.

Standard 3:

The Academy will show growth in the number of students enrolling in 2 to 4 year college programs and a reduction in the percent of students requiring college remediation.

SECTION C
EDUCATIONAL PROGRAMS

Educational Program

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall implement, deliver, and support the educational programs identified in this schedule.

Mission Statement

Detroit Edison Public School Academy exists to prepare students entrusted to our care for a future as global citizens and successful lifelong learners that are caring and compassionate. Academic development is achieved in a dignified and supported environment by utilizing a proven research based curriculum that incorporates diversity, family, staff, and community partnerships, in pursuit of educational excellence.

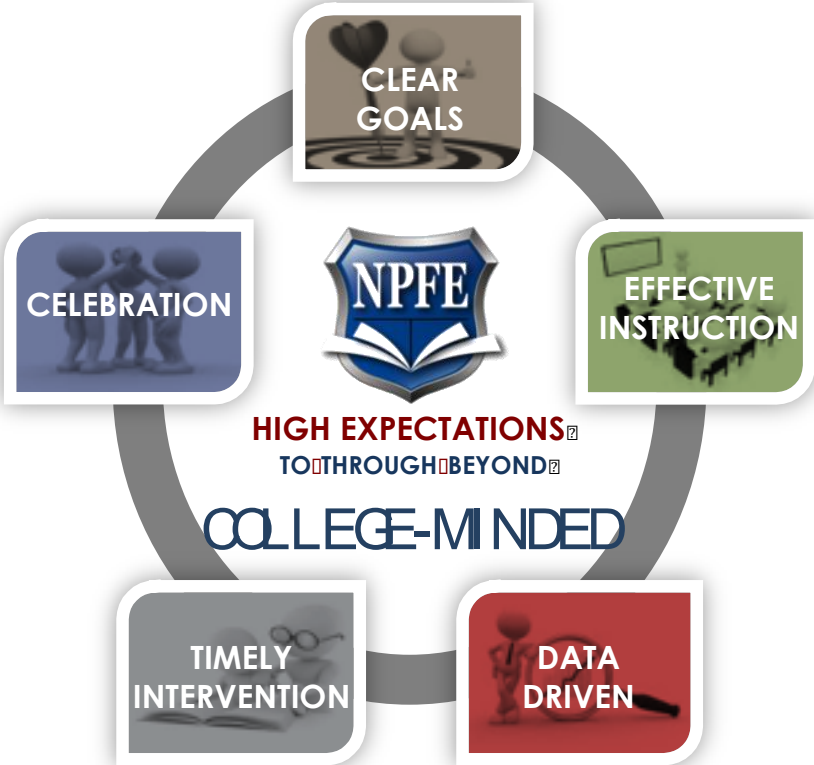
Educational Program Overview

The Detroit Edison Public School Academy provides a challenging curriculum to all Metropolitan Detroit area students regardless of economic or social circumstances. The Detroit Edison Public School Academy offers each student a strong foundation in Reading/English/Language Arts, Mathematics, Social Sciences, Science, Art, Physical Education and Music. Additionally, technology is an integral part of our school's curriculum. All students receive instruction in the use of computers, which are available in classrooms and the computer labs.

The Detroit Edison Public School Academy is currently organized into three academies: (Primary K-2), (Elementary 3-5) and (Junior 6-8), and the Early College of Excellence (High School 9-12). New students apply yearly and are selected through a lottery system. Once enrolled, students remain with the same team of skilled teachers throughout their years in each academy. Students at Detroit Edison Public School Academy experience a longer school day and school year than students in most other public schools. Instruction is regularly assessed formally and informally and is tailored to meet the needs of individual students. Through differential instruction, teachers make decisions regarding student achievement. Teachers at the Detroit Edison Public School Academy use whole group, direct instruction, cooperative learning and one-on-one tutoring as a means of instruction. Students are assessed quarterly, utilizing SRI and regrouped to meet their needs. To ensure monitoring of instruction and achievement students take online assessments aligned with state expectations. The curriculum at the Academy addresses the state's core curriculum, and staff regularly assesses instructional practices and materials to ensure full implementation of the requirements.

SECTION D
CURRICULUM

CURRICULUM DESCRIPTION



Curriculum Description

Course Matrix

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

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

College Readiness

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

Student Supports

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

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

READING

Kindergarten: KinderCorner (Success For All)

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

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

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

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

Lesson Components

GREETINGS, READINGS, & WRITINGS

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

GATHERING CIRCLE

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

THEME EXPLORATION

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

RHYME TIME

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

STORY TELLING AND RETELLING (STAR)

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

LEARNING LABS

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

15-MINUTE MATH

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

SNACK/OUTSIDE/GROSS-MOTOR PLAY

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

STEPPING STONES AND KINDERROOTS

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

MATH

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

LET'S DAYDREAM

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

WRITE AWAY

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

LET'S THINK ABOUT IT

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

HOME LINK

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

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

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

1st Grade: Roots (Success For All)

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

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

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

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

Reading Roots lessons feature the following parts:

FASTTRACK PHONICS

FastTrack Phonics is a process designed to review and introduce sounds and their written representations through teacher 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.

2nd – 9th 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.

10th-12th Grades: Reading

Language A courses focus on a variety of topics in the context of American and British Literature. Poetry, short stories, novels, and non-fiction texts from throughout the history of American and/or British literature. We focus on developing critical thinking skills through group work and critical response essays. We look to prepare students for the PSAT and SAT and to develop the reading skills necessary for college studies.

There are five AoI's: **approaches to learning, community and service, health and social education, human ingenuity, and environments.** For every unit, there will be a unit question and an area of interaction that will provide a framework and give our classroom a context. The areas of interaction are the fuel that fires our intellectual pursuit. Our units will include:

- Understanding and building upon the thinking and writing of the past.

10th/11th Grade Topics include:

Literature of the American/British Renaissance

Literature of Early America/Britain

Literature of the Modern Age

Literature of the Post-War Era

Literature of the Contemporary Period

Reading and thinking critically

Persuasive writing

12th Grade Topics include:

Making connections

Multiple meanings

Recognizing text patterns

Analyzing arguments

Clarifying ideas

Author's choices

Connecting ideas across texts

Study power and test-taking strategies

Reading and thinking critically

Persuasive argument

Expository/Narrative and creative writing

Writing essay exams

Developing a thesis

Gathering, evaluating, and using sources

Organizing the essay for research

Documenting sources

Prewriting, drafting, editing, developing style and revising

MATHEMATICS

K – 5th Grades: Eureka Math

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

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

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

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

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

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

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

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

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

What *Eureka Math* is and is not

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

“Aligned” is not enough

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

Better design yields better results

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

6 – 12th 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 – 12th Grades: Write Source (Houghton-Mifflin-Harcourt)

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

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

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

Research and Media Skills: The Common Core Writing Standards emphasize the importance of collecting, analyzing, and evaluating information from a variety of sources and sharing the results of the research in a wide variety of ways. The

Research Writing unit in each grade-level edition of Write Source provides students with multiple opportunities to collect, analyze, and evaluate information (in print and online) as they develop their own essays and reports or react to the writing of others.

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

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

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

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

COLLEGE AND CAREER READINESS

Respond to demands of audience, task, purpose, and discipline: Because of the wide range of writing activities in Write Source, students are continually addressing different audiences, purposes, and tasks. As students move up the grade levels, attention to audience becomes even more pronounced because they have the language abilities to address differing audiences. The “Writing Across the Curriculum” feature that is unique to Write Source helps students to vary their writing according to the purpose and familiarizes them with the task of writing in science, mathematics, and social studies.

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

K – 12th Grades: Step-Up To Writing (Houghton-Mifflin-Harcourt)

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

Step Up to Writing features:

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

Additional features include:

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

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

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

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

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

4. Informative/Explanatory Writing
5. Opinion/Argument Writing
6. Narrative Writing
7. Research Reports
8. Writing for Assessments
9. Writing for Assessments
10. Writing in Content Areas

Progression of Skills and Common Writing Language Across Grade Levels

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

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

evaluation of resources. While writing narrative and informational text, students will review audience and purpose and will replicate other authors' styles and patterns.

K – 12th Grades: Quill Grammar

Quill, a nonprofit organization, has adapted research-based writing instruction into a free, open-source digital platform. All of our content is free to use for students and teachers. The activities help students develop their sentence construction and grammar skills and are designed as supplemental writing exercises that students complete over short, 10-to-15-minute sessions at the beginning or end of a class period. Quill offers prompts and exercises and delivers instant feedback to help students write, revise, and revise again until they can produce succinct, powerful sentences.

SCIENCE

K – 12th 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 wellknown 5E model, a research-based lesson cycle founded on constructivist learning. Built to Each NGSS Standard
- Every NGSS Disciplinary Core Idea, Performance Expectation, Crosscutting Concept, and Science and Engineering Practice is covered. Access Multiple Hands-on Lessons for Every Standard
- Each module for NGSS has 2-5 hands-on activities, including project-based learning, engineering solutions, and virtual investigations. Take Assessment to a New Level
- Innovative claim-evidence-reasoning assessments allow you to accurately gauge your students' depth of knowledge while promoting an environment of inquiry and discourse.

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

- **Engaging Students in Real STEM Learning**

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

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

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

- **True Alignment to the NGSS**

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

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

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

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

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

SOCIAL STUDIES

K – 12th Grades: MC3 (Atlas Rubicon)

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

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

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

readiness, so evident in the Common Core State Standards, is important, but as the Framework for 21st Century Learning makes clear, equally important is the need to help students ready themselves for their roles as citizens.

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

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

FINE/PERFORMING ARTS and PHYSICAL EDUCATION

K – 12th Grades

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

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

Spanish/French

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.

INTERNATIONAL BACCALAUREATE: MYP/DP

6th – 12th Grades

IB MISSION STATEMENT

The International Baccalaureate aims to develop inquiring, knowledgeable and caring young people who help to create a better and more peaceful world through intercultural understanding and respect. To this end the organization works with schools, governments and international organizations to develop challenging programmes of international education and rigorous assessment. These programmes encourage students across the world to become active, compassionate and lifelong learners who understand that other people, with their differences, can also be right.

The International Baccalaureate® (IB) Diploma Programme (DP) is recognized and respected by the world's leading universities, and evidence suggests that higher rates of DP students go on to university and higher education study than non-IB students.

THE IB LEARNER PROFILE

As an IB school, our teachers and students focus on what it means to be a community of learners. Through the IB Learner Profile, our students and staff use a common language to describe and identify behaviors of successful learners, and we strive to be Inquirers, Knowledgeable, Thinkers, Communicators, Principled, Open-Minded, Caring, Risk-Takers, Balanced, and Reflective. Inquirers develop their natural curiosity. They acquire the skills necessary to conduct inquiry and research and show independence in learning. They actively enjoy learning, and this love of learning will be sustained throughout their lives.

Knowledgeable learners explore concepts, ideas, and issues that have local and global significance. In so doing, they acquire in-depth knowledge and develop understanding across a broad and balanced range of disciplines.

Thinkers exercise initiative in applying thinking skills critically and creatively to recognize and approach complex problems, and make reasoned, ethical decisions.

Communicators understand and express ideas and information confidently and creatively in more than one language and in a variety of modes of communication. They work effectively and willingly in collaboration with others.

Principled learners act with integrity and honesty, with a strong sense of fairness, justice, and respect for the dignity of the individual, groups, and communities. They take responsibility for their own actions and the consequences that accompany them.

Open-Minded learners understand and appreciate their own cultures and personal histories, and are open to the perspectives, values, and traditions of other individuals and communities. They are accustomed to seeking and evaluating a range of points of view and are willing to grow from the experience.

Caring learners show empathy, compassion, and respect toward the needs and feelings of others. They have a personal commitment to service, and they act to make a positive difference to the lives of others and to the environment.

Risk-Takers approach unfamiliar situations and uncertainty with courage and forethought, and have the independence of spirit to explore new roles, ideas, and strategies. They are brave and articulate in defending their beliefs.

Balanced learners understand the importance of intellectual, physical, and emotional balance to achieve

personal well-being for themselves and others.

Reflective learners give thoughtful consideration to their own learning and experience. They are able to assess and understand their strengths and limitations in order to support their learning and personal development.

IB MIDDLE YEARS PROGRAMME (IBMYP)

The International Baccalaureate® (IB) Middle Years Programme (MYP) emphasizes intellectual challenge. It encourages students aged 11 to 16 to make practical connections between their studies and the real world, preparing them for success in further study and in life.

WHAT THE MYP OFFERS STUDENTS?

The MYP aims to develop active learners and internationally minded young people who can empathize with others and pursue lives of purpose and meaning.

What is the DP?

The programme empowers students to inquire into a wide range of issues and ideas of significance locally, nationally and globally. The result is young people who are creative, critical and reflective thinkers.

WHY OFFER THE MYP?

International research shows that students participating in the MYP:

- build confidence in managing their own learning;
- learn by doing, connecting the classroom to the larger world;
- outperform non-IB students in critical academic skills;
- consistently have greater success in IB Diploma Programme examinations;
- thrive in positive school cultures where they are engaged and motivated to excel, and
- develop an understanding of global challenges and a commitment to act as responsible citizens.

Research suggests that there are many benefits to choosing the Diploma Programme (DP). The programme aims to develop students who have excellent breadth and depth of knowledge – students who flourish physically, intellectually, emotionally and ethically.

THE DP CURRICULUM

The Diploma Programme (DP) curriculum is made up of six subject groups and the DP core, comprising theory of knowledge (TOK), creativity, activity, service (CAS) and the extended essay. Through the Diploma Programme (DP) core, students reflect on the nature of knowledge, complete independent research and undertake a project that often involves community service.

ASSESSMENT AND EXAMS

The International Baccalaureate® (IB) assesses student work as direct evidence of achievement against the stated goals of the Diploma Programme (DP) courses. Read about assessment and exams. There is information on getting results, including information on how to request that an exam is remarked.

SECTION E
METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified in this schedule and in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the PSA Office.

The Academy shall authorize the PSA Office to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to be Administered:

<u>Grade(s)</u>	<u>Academic Assessment(s)</u>
Grade 1	a standardized, norm-referenced assessment as required by the Code.
Grades 2-12	assessments as identified in Schedule 7b including all state-mandated assessments.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

STUDENT APPLICATION AND ENROLLMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Attachment.

Enrollment Limits

The Academy will offer pre-kindergarten through 12th grade. **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 will 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 student with a disability, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment will be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, the Academy will 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.
- The Academy may give enrollment priority to a child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. 504(4)
- The Academy will 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 will be selected for enrollment through a random selection drawing.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school academy or public school pursuant to section 504(4) of the Revised School Code.

- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Public School Academy Office for review.
- Any matriculation agreement entered into by the Academy shall be added to this attachment through a contract amendment in accordance with this Contract.
- Until this matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Application Process

- The application period will be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy will accept applications all year. If openings occur during the academic year, students will be enrolled. If openings do not exist, applicants will be placed on the official waiting list. The waiting list will 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 will be admitted according to the official waiting list. The position on the waiting list will be determined by the random selection drawing. If there is no waiting list, students will 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 written approval from the Public School Academy Office.**

Legal Notice or Advertisement

- The Academy will provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. **A copy of the legal notice must be forwarded to the Public School Academy Office.**
- At a minimum, the legal notice or advertisement 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 or advertisement of the application period will be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, will be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The Academy will 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 has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must re-apply 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 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 and siblings.

Random Selection Drawing

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

Prior to the application period, the Academy will:

- 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 Public School Academy Office of both the application period and the date of the random selection drawing, if needed.** The Public School Academy Office may have a representative on-site to monitor the random selection drawing process.

The Academy will 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 will:

- 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 will 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 will 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

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284 and 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to Office of Public School Academies ("PSA Office") in accordance with the Master Calendar of Reporting Requirements.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to The PSA Office prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this schedule.

The Academy will enroll students in grades PK-12. The Academy may revise grades with the prior written approval of the authorizing body.