

PUBLIC SCHOOL ACADEMY "CONTRACT"

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: AUGUST 20, 2009

ISSUED BY

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

TO

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

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

AS A

PUBLIC SCHOOL ACADEMY

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code ("Code"), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees ("University Board") issues a contract to Washington-Parks Academy (the "Academy"), to be effective August 20, 2009, confirming the Academy's status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation named Washington-Parks Academy, which is established as a public school academy pursuant to this Contract.
- b) **Academy Board** means the Board of Directors of Washington-Parks Academy.
- c) **Academy Director or Academy Board Member** means a person who is a member of the Academy Board of Directors.
- d) **Applicable Law** means all state and federal law applicable to public school academies.
- e) **Applicant** means the party(s) being Ernestine Sanders who submitted the public school academy application to the University for the establishment of the Academy.
- f) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- g) **Authorization Resolution and Reauthorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance or reissuance of a Contract.
- h) **Charter School** means public school academy.
- i) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- j) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions, the Method of Selection Resolution, the Authorization and Reauthorization Resolution the Schedules and the Application.

- k) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Board may amend the Master Calendar of Reporting Requirements each fiscal year. These changes shall be automatically incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.
- l) **Method of Selection Resolution** means the Resolution, currently in effect, adopted by the University Board providing for the method of selection, length of term, number of members, qualification of academy board members and other pertinent provisions relating to the academy board.
- m) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- n) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- o) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- p) **University Board** means the Grand Valley State University Board of Trustees.
- q) **University Charter Schools Hearing Panel or Hearing Panel** means such person(s) as designated by the University President.
- r) **University Charter Schools Office or CSO** 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 University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- s) **University Charter Schools Office Director or CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- t) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in Part 6a of the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated in, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. The University Board has adopted the Method of Selection Resolution. The University Board has adopted an Authorization or Reauthorization Resolution, which approves the issuance or reissuance of this Contract. The Authorization Resolution and Reauthorization Resolution and the Method of Selection Resolution are incorporated into this Contract as part of Schedule 1. The University Board may, from time to time, amend the Method of Selection Resolution changing the method of selection, length of term, number of Directors, qualification of members, procedures for removal of Academy Board members or other pertinent revisions relating to the Academy Board. Upon University Board approval, changes to the Method of Selection Resolution shall be automatically incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract and Master Calendar of Reporting Requirements incorporated into this Contract as Schedule 12. Additionally, the Academy shall be responsible for the following:

- a) The Academy shall provide the University President with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- b) In the event that the University President determines that the Academy's educational outcomes are not meeting the targeted educational goals (Schedule 4), the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- c) The Academy shall submit audited financial reports, including auditor's management letters and any exceptions noted by the auditors, to the University President. The reports shall be submitted to the University President within ninety (90) days after the end of the Academy's fiscal year.
- d) The Academy shall provide the University President with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgetary and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.

- e) The Academy shall provide to the University President minutes of all Academy Board meetings no later than fourteen (14) days after such meeting. The Academy shall provide automatically minutes of all Board meetings at which curriculum changes are adopted.
- f) Within ten (10) days of receipt, the Academy shall notify the University President of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- g) Within ten (10) days of receipt, the Academy shall report to the University President any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- h) The Academy shall permit inspection and/or duplication of the Academy's records and inspection of its premises at any time by representatives of the University authorized by the University President. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.

Section 2.3. Reimbursement of University Board Costs. The Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall promptly within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 7.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. The Academy shall be responsible for the day-to-day management of the Academy administration. With respect to the Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall

ever be pledged for the payment of any Academy contract, mortgage, loan or other instrument of indebtedness.

Section 2.7. 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, mortgage, loan or other instrument of indebtedness entered into by the Academy.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

Section 3.1. Governmental Agency. The Academy shall act exclusively as a governmental agency.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 of Article II of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy board shall identify the purpose or mission of the Academy. Changes to the Academy's purpose or mission shall be changed according to Section 9.1 of Article IX. The Academy's stated purpose or mission is as follows:

"Our mission is to provide students an excellent, rigorous education with measurable results. Our community of dedicated faculty, parents, and friends will deliver a standards-based curriculum partnered with service-learning to prepare responsible, civic-minded youth who are ready to lead."

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet monthly unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals. The Academy shall pursue the educational goals identified in Schedule 4. Such goals may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in Schedule 5. Only significant deviations from the curriculum must be approved by the University President pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.5. Methods of Accountability. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 8 and listed below. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with Section 1204a of the Code;
- d) an annually administered nationally recognized norm-referenced achievement test to each grade or grouping levels, or a program of testing approved by the University President; and
- e) all tests required by state or federal law.

Such reports, assessments and test results may constitute grounds for the University Board to continue the Contract, suspend or terminate the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with personnel as outlined in Schedule 6.

Section 6.7. Admission Policy. The Academy shall comply with all admissions policies and criteria required by laws applicable to public school academies under the Code. A copy of the Academy's admission policies and criteria are incorporated into this Contract as Schedule 10.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by law applicable to public school academies under the Code. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule is incorporated into this Contract as Schedule 11.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy will offer Kindergarten through Eighth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

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

Section 6.11. Address and Description of Proposed Physical Plant. The address of the Academy will be 11685 Appleton, Redford, MI 48239. Proposed changes to the address and description of the physical plant must be approved by the University Board pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

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

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

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

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

Section 8.5. Public Employees Relations Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.216 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.7. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.8. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University Board delegates to its University President the review and approval of changes or amendments to this Contract except as provided in Section 5.1 of Article V and Section 6.11 of Article VI. The Academy Board delegates the same authority to its authorized designee. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending the Articles. The Academy, or any authorized designee, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon a majority vote of the University Board members attending a University Board meeting. Upon University Board approval, the Academy Board is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with the Contract. The University shall reimburse the Academy for the cost of the refiling fee.

Section 9.3. Process for Amending the Bylaws. The Academy Board is authorized to propose and make changes to the Academy's Bylaws. Upon approval, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or this Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

ARTICLE X

CONTRACT REVOCATION, SUSPENSION, AND TERMINATION

Section 10.1. Statutory Grounds for Revocation. This Contract may be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.3, that one or more of the following has occurred:

- a) Failure of the Academy to abide by and meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles; 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, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.3, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit (For the purpose of this provision, an Academy that would have had a deficit without a management company or other entity covering the costs of the Academy, it shall be considered having been in "deficit.");
- b) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the appropriate state agency without first obtaining University Board approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- f) The Academy's applicant(s), directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. 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 CSO Director or other University Representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the

Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.

- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Request for Revocation Hearing. The CSO Director or other University Representative, may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.3(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.3(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

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

- e) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.
- f) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- g) 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, but no later than the last day of the Academy's current academic year.
- h) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.

- i) Disposition of School Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the school code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.4. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University Charter Schools Office Director Action. If the CSO Director or other University Representative determines that conditions or circumstances exist that the Academy Board (i) has placed staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has willfully or intentionally violated this Contract or Applicable Law; or (v) has violated Sections 10.1 or 10.2, the CSO Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.3. A copy of the Suspension Notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.4 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the CSO Director to suspend the Contract, shall be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the CSO Director or other University Representative, continues to engage in conduct or activities that are covered by the Suspension Notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.3(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the Suspension Notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.3(f) through (i).

Section 10.5. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.6. Superintending Control in the Event of an Emergency. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead it to believe that the health, safety or educational interest of the Academy's students is at risk, the University Board may exercise superintending control over the Academy pending completion of the procedures described in Section 10.3. If this section has been implemented and the Hearing Panel determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

Section 10.7. Termination by the University Board. The University Board, in its sole discretion, reserves the right to terminate the Contract for any reason provided that such termination shall not take place less than one (1) year from the date of the University Board's action. 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 sooner pursuant to Article X. In addition the University Board may terminate this contract with one (1) year's notice if any of the following has occurred:

- a) Following issuance of this Contract, there is a change in Applicable Law that the University Board determines, in its sole discretion, 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.
- b) The University Board determines, in its sole discretion, that the continued issuance of a Contract to the Academy is no longer consistent with the University's educational mission or compatible with the University's interest.
- c) The University Board determines that the continuance of the Contract is detrimental to the University's interests.
- d) If the Academy for any reason is unable to enroll students and conduct classes with six (6) months from the date of this Contract, then this Contract is automatically terminated without further action of the parties. The University Board may waive this six (6) month requirement by written permission prior to the conclusion of the six (6) month period.

ARTICLE XI

PROVISIONS RELATING TO CHARTER SCHOOLS

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

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

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

Section 11.4. **Insurance.** The Academy shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverage:

- a) Property insurance covering all of the Academy's real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers' Compensation or Workers' Compensation without employees "if any" insurance (statutory limits) and Employers' Liability insurance with a minimum of five hundred thousand dollars (\$500,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000);
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an "A" best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University President an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

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

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation.

Section 11.6. Intramural and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site. The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's deed or lease shall be incorporated into this Contract under Schedule 9.

Section 11.9. 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 11.9. Copies of these certificates shall be incorporated into this Contract under Schedule 9.

Section 11.10. Deposit of Public Funds by the Academy. The Academy shall deposit or invest all surplus funds received by the Academy in a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds belonging to the state under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.124 and 21.146 of the Michigan Compiled Laws. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Management Agreement. If the Academy enters into a management agreement to contract out its administrative and/or educational personnel, the Academy must submit to the University President a copy of the proposed management agreement. The management agreement must be reviewed by the University President prior to approval and execution by the Academy Board.

Section 11.12. Management Agreement Indemnification. The management agreement must contain language agreeing that the management company and the Academy will indemnify and hold the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the Academy's operations or which are incurred as a result of the reliance by 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.

Section 11.13. Management Company Compliance with this Contract. If the Academy enters into a management agreement to contract out its administrative and/or educational personnel, the management company contracted by the Academy Board must agree to the terms and conditions set forth in this Contract. The provisions of this Contract shall supersede any competing provisions contained in the operating agreement between the Academy and the management company. Further, the management agreement shall include a paragraph incorporating by reference this Section 11.13.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon receipt by the transmitting party or confirmation or answer back if delivery is by telex 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 person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
1 Campus Drive
Allendale, Michigan 49401

If to Academy:

Academy Board President
11685 Appleton
Redford, Michigan 48239

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. The Academy agrees to indemnify and hold the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the Academy's operations or which are incurred as a result of the reliance of the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract. This Contract shall commence on August 20, 2009 and shall remain in full force and effect and ending on June 30, 2016 unless sooner suspended, revoked, or terminated according to the provisions of Article X.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.7 and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

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

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: Timothy H. Wood / km
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

WASHINGTON-PARKS ACADEMY

By: James A. Beler
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION AND
AUTHORIZATION OR REAUTHORIZATION RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON JULY 20, 2009:

09-3-13 (13) Charter Schools Report

Washington-Parks Academy

On motion by Mrs. Wolters and second by Ms. Myers, the following resolution
was adopted unanimously:

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

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

Method of Selection and Appointment of Academy Board Members:

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

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

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

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

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated

8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

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

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

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

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

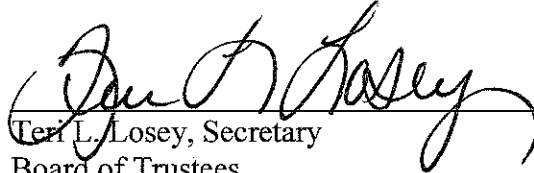
Peter W. Giles	2 year term expiring June 30, 2011
Catherine A. Govan	1 year term expiring June 30, 2010
Karl J. Kiser, S.J.	1 year term expiring June 30, 2010
Amy J. LaBarge	3 year term expiring June 30, 2012
Stephen M. Londo	2 year term expiring June 30, 2011
James A. Ryder, Jr.	3 year term expiring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

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

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

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

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


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

SCHEDULE 2

ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received JUL 29 2009	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Robert A. Dietzel		FILED JUL 29 2009 <small>Administrator</small> BUREAU OF COMMERCIAL SERVICES
Address 2900 West Road, Suite 400,		
City	State	
East Lansing,	MI	48823
EFFECTIVE DATE:		

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

70579W

**WASHINGTON-PARKS ACADEMY
ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations**

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Washington-Parks Academy

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

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ARTICLE II

The purposes for which the corporation is organized are:

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

ARTICLE III

1. The corporation is organized on a Nonstock basis.
2. The value of the corporation's real property assets: None
3. The value of the corporation's personal property assets: None
4. 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.
5. The corporation is organized on a Directorship basis.

ARTICLE IV

1. The address of the initial registered office is:
2900 West Road, Suite 400, East Lansing, MI 48823
2. The mailing address of the initial registered office is the same
3. The name of the initial resident agent at the registered office is:
Robert A. Dietzel

ARTICLE V

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

Name	Residence or Business Address
Robert A. Dietzel	2900 West Road, Suite 400, East Lansing, MI 48823

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

The method of selection, length of term, and the number of members of the Academy Board shall be as approved by a resolution of the Board of Trustees as required by the Code.

ARTICLE VIII

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

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

ARTICLE XI

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

ARTICLE XII

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

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

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964

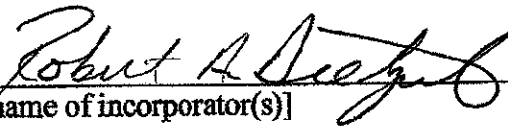
ARTICLE XIV

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

ARTICLE XV

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

I, (We), the incorporator(s) sign my (our) name(s) this 29th day of July, 2009.


[name of incorporator(s)]

[name of incorporator(s)]

[name of incorporator(s)]

[name of incorporator(s)]

[name of incorporator(s)]

[name of incorporator(s)]

SCHEDULE 3

BYLAWS

Washington-Parks Academy

CONTRACT SCHEDULE 3

BYLAWS

Adopted August 3rd, 2009 at the Annual Organizational Meeting

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BYLAWS
OF
WASHINGTON-PARKS ACADEMY

ARTICLE I

Washington-Parks Academy

This organization shall be called Washington-Parks Academy (the "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

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

Section 2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and the registered address of the Academy must be reported to the Michigan Department of Energy, Labor and Economic Growth, Bureau of Commercial Services.

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

Section 3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

Section 4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

Section 5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

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

Section 6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

Section 7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

Section 8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

Section 9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

Section 10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

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

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

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

Section 12. Compensation. A Director of the Academy shall serve as a volunteer Director. By resolution of the Academy Board, Directors may be reimbursed for their reasonable expenses, if any, directly related to their attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V

MEETINGS

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

required by the Open Meetings Act.

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed from the position of officer or agent 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 officer position shall be filled in accordance with Article VII, Section 2 and/or Article IV, Section 2, as appropriate.

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

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

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

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (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 Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

contract entered into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

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

ARTICLE XI

SEAL

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

ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal have been given in accordance with the notice requirements for special meetings. Upon approval, the Academy Board shall forward the amendment to the University Charter Schools Office. The

amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the ____ day of August, 2009.

Secretary

WASHINGTON-PARKS ACADEMY

INITIAL MEETING OF THE BOARD OF DIRECTORS OF A PUBLIC SCHOOL ACADEMY CORPORATION

11685 Appleton
Redford, MI 48239

Our mission is to provide students an excellent, rigorous education with measurable results. Our community of dedicated faculty, parents, and friends will deliver a standards-based curriculum partnered with service-learning to prepare responsible, civic-minded youth who are ready to lead.

ANNUAL ORGANIZATIONAL MEETING

MINUTES

Monday, August 3rd, 2009
7:30 pm

All materials were included in the Board Books distributed to the members unless otherwise noted.

The meeting began at 8 pm.

Present: Amy LaBarge, James Ryder, Fr. Karl Kiser, Stephen Londo, Peter Giles

Absent: Catherine Govan, Gerry Seizert

I. ASSUMPTION OF PUBLIC OFFICE

Judge Michael Warren welcomed the board members to their first meeting and administered the Oath of Public Office and all members signed official copies of the Oath.

II. BUSINESS ROUTINE

LaBarge was nominated Acting President and Ryder was nominated Acting Secretary

LaBarge called the meeting to order

Ryder conducted a roll call and five members were present.

The board adopted the agenda as submitted.

III. * PLEDGE OF ALLEGIANCE

The Board and all present recited the Pledge of Allegiance.

IV. PUBLIC COMMENT (limited to agenda items)

The members of the board, legal counsel, and members of the Charter Application Team introduced themselves.

V. * APPROVAL OF BYLAWS OF PUBLIC SCHOOL ACADEMY CORPORATION

Gary Collins, proposed legal counsel for the Academy, reviewed the bylaws with the Board.

Ryder motioned and Kiser seconded that the bylaws be adopted as submitted. All approved.

VI. ANNUAL ORGANIZATIONAL MEETING

A. * Election of Officers

The Board reviewed the roles of the officers and determined the following roles:

Ryder as President
Londo as Vice President
Giles as Secretary
LaBarge as Treasurer

Kiser motioned and LaBarge seconded that this slate of officers be approved. All approved.

B. * Adoption of Resolution Appointing a Recording Secretary for the Board.

Kiser motioned and Ryder seconded that the Academy's Office Manager be approved as the Recording Secretary. All approved.

C. * Adoption of Resolution Designating Public Places to Post Calendar and Individual Meeting Notices of Regularly-Scheduled and Special Meeting Date Notices for the Academy Board

Londo motioned and Kiser seconded that 11685 Appleton, Redford, MI 48239 be approved as the location for the above resolution. All approved.

D. * Adoption of Resolution Designating Depository for Academy Funds

Kiser motioned and Londo seconded that National City be approved as the bank. All approved.

E. * Adoption of Resolution Designating Local Newspaper in Which Legal Notices are to be Posted

Kiser motioned and LaBarge seconded that the Free Press be approved as the newspaper. All approved.

F. * Adoption of Resolution Authorizing Facsimile Signatures

Kiser motioned and Giles seconded that the above resolution be approved as signed. All approved.

G. * Adoption of Resolution Appointing Automatic Clearing House/Electronic Transfer Officer (ACH/ETO)

Kiser motioned and LaBarge seconded that National City be approved. All approved.

H. * Adoption of Resolution Designating Person Responsible for Being the Spokesperson Representing the Board to the Public/Media

LaBarge motioned and Kiser seconded that the Board President be approved as the Spokesperson. All approved.

I. * Adoption of Resolution Appointing Freedom of Information Act (FOIA) Coordinator

LaBarge motioned and Giles seconded that the ESP's CEO be approved as the FOIA Coordinator. All approved.

J. * Adoption of Resolution Appointing Title IX Coordinator, Civil Rights Representative and EEO (Equal Educational Opportunity) Compliance Officer

Kiser motioned and LaBarge seconded that the Academy's Principal be approved as the Compliance Officer. All approved.

K. * Adoption of Resolution Appointing Local Education Liaison for Homeless Children and Youth

Kiser motioned and LaBarge seconded that the Academy's Principal be approved as the Liaison. All approved.

L. * Adoption of Resolution Appointing Toxic Hazard Preparedness Officer

LaBarge motioned and Londo seconded that the ESP's CEO or his designee be approved as the Officer. All approved.

M. * Adoption of Resolution Appointing Legal Counsel

LaBarge motioned and Kiser seconded that Gary Collins be approved as the Academy's legal counsel. All approved.

N. * Adoption of Resolution Appointing Independent Financial Auditor

LaBarge motioned and Giles seconded that Plante & Moran be approved as Independent Financial Auditor. All approved.

O. * Adoption of Resolution Appointing Chief Administrative Officer (CAO)

Kiser motioned and LaBarge seconded that the ESP's CEO be approved as the CAO. All approved.

VII. BUDGET HEARING

The Budget Hearing was scheduled for Thursday, August 13th at 7pm. Londo, Kiser, Ryder, and Govan (later via phone) confirmed their attendance for the 13th at 7pm in order to ensure a quorum for the budget hearing.

VIII. ACTION ITEMS

A. * Motion to approve the proposed 2009-2010 Budget and General Appropriations Resolution

LaBarge motioned and Giles seconded that the Budget Approval be tabled until the 13th. All approved.

B. * Adoption of the Education Goals (Contract Schedule 4)

LaBarge motioned and Giles seconded that the Education Goals be approved as submitted. All approved.

C. * Motion to Approve Enrollment Policy

LaBarge motioned and Kiser seconded that the enrollment policy be approved as submitted. All approved.

D. * Adoption of Resolution Identifying Open Enrollment Period

Kiser motioned and LaBarge seconded that Open Enrollment Period be approved as submitted. All approved.

E. * Motion to Approve Job Descriptions (Contract Schedule 6)

Kiser motioned and LaBarge seconded that the Job Descriptions be approved as submitted. All approved.

F. * Adoption of the Methods of Accountability (Contract Schedule 8)

LaBarge motioned and Giles seconded that Methods of Accountability be approved as submitted. All approved.

G. * Motion to Approve 2009-2010 School Year Calendar (Contract Schedule 11)

LaBarge motioned and Giles seconded that the Calendar be approved as submitted. All approved.

H. * Motion to Approve Adherence to the Master Calendar of Reporting Requirements (Contract Schedule 12)

LaBarge motioned and Londo seconded that Master Calendar be adopted as submitted. All approved.

I. Designation of Day(s), Place(s) and Time(s) for Regular Board Meetings

The Board determined that 7pm on the third Wednesday of every other month beginning in September would be the best time to conduct board meetings.

Londo motioned and Giles seconded that these dates be approved as submitted. All approved.

J. * Adoption of Resolution to Allow President to execute document

LaBarge motioned and Londo seconded that enclosed resolution be approved as submitted. All approved.

IX. Announcements: Next meeting: _____, 2009 at _____ am/pm

The next meeting will take place August 13th at 7pm

X. Authorizer Comments

Jim DeKorne from Grand Valley State University (GVSU) was present at the meeting.

XI. PUBLIC COMMENT (related to non-agenda items)

There were no public comments.

XII. Motion to Adjourn Meeting

Londo motioned and LaBarge seconded that the Board meeting be adjourned. All approved.

The meeting concluded at 10:15pm.

The above minutes were duly adopted on August 13th, 2009 by the Washington-Parks Academy Board of Directors at a properly noticed open meeting held at which a quorum was present.

Submitted by _____, Secretary

SCHEDULE 4

EDUCATIONAL GOALS

SCHEDULE 4

EDUCATIONAL GOALS

Goal #1: On the average of all MEAP tests administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Goal #2: On the average of all MEAP tests administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Goal #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Goal #4: The overall growth rate of the public school academy on a nationally norm-referenced test will fall at the fiftieth percentile or higher across all grades and subjects for which the test is designed.

MAP test

Date: 8-3-09


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Washington-Parks Academy Board of Directors at a properly noticed open meeting held on the 3rd day of August, 2009, at which a quorum was present.


Board Secretary

SCHEDULE 5

CURRICULUM

See attached diskette containing the Curriculum for Washington-Parks Academy.

SCHEDULE 6

STAFF RESPONSIBILITIES

Charter School *Job Description*

Position Title:	Art Teacher
Department:	Education
Reports to:	School Principal
Supervises:	N/A
Date Prepared:	12/2008

POSITION SUMMARY:

Teaches pre-kindergarten, primary and/or middle school children on one or more school campuses. In conjunction with the School Principal, Academic Dean and President, designs programs of study which shape and support the academic, spiritual and social development of each student. Works in a manner that reflects a standard of excellence in achieving goals. Performs all duties and responsibilities in accordance with the mission, philosophy, vision and policies of the school.

QUALIFICATIONS:

- Bachelor's degree and/or Master degree preferred.
- Professional competency in Art.

RESPONSIBILITIES:

- Consistently maintains work habits, appearance and behavior that serve as a model for children.
- Develops course objectives and outlines following the guidelines, requirements and the overall objectives of the school.
- Demonstrates competence in the art of instruction and ability to use multiple strategies, including technology.
- Teaches rules of conduct, maintains an orderly and supportive classroom environment.
- Plans for individual and group activities that stimulate growth in the cognitive, affective, spiritual and physical dimensions of each student.
- Counsels students regarding academic or behavioral problems.
- Discusses students' academic and social attitudes and achievements with parents/guardians.
- Prepares and maintains appropriate student records.
- Observes children to detect signs of ill health, emotional disturbance or neglect/abuse; takes appropriate action based on school guidelines and state regulations.
- Assumes other duties as assigned by the School Principal.

- Through your actions provide an example of how to live a focused, productive and community-oriented life.

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

Charter *Job Description*

Position Title:	Assistant to the Principal
Department:	Education
Reports to:	School Principal
Supervises:	n/a
Date Prepared:	12/2008

POSITION SUMMARY:

The Assistant to the Principal under the supervision of the principal will aid the principal in administrating the daily operations of the School. Assist the School Principal in overseeing the administration of a campus in accordance with its mission, vision, philosophy and policies. Works in a manner that sets a standard of excellence in achieving goals.

QUALIFICATIONS:

- Bachelor's degree required. Master's degree preferred.

RESPONSIBILITIES:

- Consistently maintains work habits, appearance and behavior that serve as a model for children.
- Supports and uplifts the vision, mission, and philosophy of the school.
- Reports to and works closely with the school principal.
- Sharing the planning and implementation of orientations, Open House, PTO Meetings, and other events as required.
- Overseeing the lunch hour and recess operations.
- Assisting with student disciplinary concerns.
- Working directly with the Science Fair Coordinator to ensure overall compliance and implementation of science fair guidelines and evaluations.
- Working with principal to provide continuing development for teacher assistants.
- Assisting with before and after school monitoring of halls and parking lot.
- Assisting teachers (particularly new teachers) in adapting to philosophy and curriculum.
- Assisting with book and supply orders
- Aiding the administration in numerous ways as deemed necessary.
- Assumes other duties as assigned by the School Principal.
- Through your actions provide an example of how to live a focused, productive and community-oriented life.

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

CHARTER SCHOOL
Job Description

Position Title:	Building Engineer
Department:	Facilities
Reports to:	Director, Facilities
Supervises:	n/a
Date Prepared:	7/2009

POSITION SUMMARY:

- Maintain campus location keeping all facilities equipment functioning.
- Identify items that will need improvement/replacement and develop a process to ensure Facilities Director is aware of them in a timely manner.
- Takes direction from senior staff for campus location for daily repairs/maintenance
- Maintains and operates Boiler.

QUALIFICATIONS:

- High School Diploma or equivalent.
- Licensed boiler operator. (Low pressure City of Detroit)
- At least 5 years of related facilities maintenance work.
- Must have a valid driver's license.
- Capable of making minor electrical, mechanical, plumbing and HVAC repairs.

POSITION RESPONSIBILITIES:

- Demonstrates and consistently maintains work habits, appearance and behavior that serve as a model for children.
- Maintenance of campus location property equipment operations and maintenance.
- Repair the maintenance of furniture, plumbing, electrical (including light bulb replacement), heating and cooling and other miscellaneous school needs.
- Must have the ability and knowledge to fix minor ongoing maintenance issues.
- Coordinate the activities of all regulatory agencies (fire, health, building inspections, etc.) that visit campus location.
- Ability to maintain lawn and grounds and sidewalk snow removal.
- Contracting of specific equipment repair and replacement requirements (when unable to complete internally).
- Participate in development of operational processes and procedures to maximize operational effectiveness.
- Enhance community relations by maintaining good relationships with the local police and the surrounding community.

- Provide a safe campus and environment through security maintenance and management.
- Ability to read blueprints.
- Moderate push/pull loads, climb ladders, climbing stairs and kneeling.
- Able to work in cramped areas.

LICENSES OR CERTIFICATES: Low Pressure City of Detroit Operator License and valid driver's license

SPECIAL REQUIREMENTS: Frequent bending, reaching overhead, lifting up to 60 lbs.

PHYSICAL DEMANDS:

UNUSUAL DEMANDS: Works from heights

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

Charter School

Job Description

Position Title:	Chief Executive Officer (CEO)
Department:	Administration
Reports to:	Board of Directors
Supervises:	Executive Assistant
Date Prepared:	12/2008

POSITION SUMMARY:

The CEO position requires strong public relations and communication skills with a strong sense of business to manage a diverse staff, work with sponsors, and business partners, and push the organization in a healthy long-lasting environment. This is a high energy and high profile position that requires an individual who will be comfortable working in a very fluid environment.

QUALIFICATIONS:

- Bachelor's Degree required; Master's degree preferred.
- 10 or more years of Senior Management experience.
- Experience working with education and the non-profit sector
- Background in working with fund-raising, media, and the general public

POSITION RESPONSIBILITIES

- Provide leadership in the development of the association's statement of vision, philosophy, and mission, and the corresponding strategies, plans, and budgets to achieve them;
- Ensure the development of priority plans, performance measurements, management controls, and critical success factors;
- Review approved plans and budgets as part of the annual planning and budgeting cycle and present recommendations to the Board of Directors and/or the Executive Management Team;
- Ensure that an annual plan and budgets are prepared for and presented to the Board of Directors;
- Develop and maintain an effective staff organization which provides appropriate policy and program recommendations for consideration by the board, which delivers services, programs and information beneficial to the members;
- Maintain the necessary contacts to keep abreast of emerging issues of significance to the association management profession;
- Spokesperson for the association
- Perform duties as are prescribed in writing from time to time by the Board of Directors
- Through your actions provide an example of how to live a focused, productive and community-oriented life.

LICENSES OR CERTIFICATES:

SPECIAL REQUIREMENTS:

PHYSICAL DEMANDS:

UNUSUAL DEMANDS:

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

CHARTER SCHOOL
Job Description

Position Title:	Office Administrative Assistant
Department:	Administration
Reports to:	Executive Assistant to CEO
Supervises:	N/A
Date Prepared:	7/2009

POSITION SUMMARY:

Performs administrative and office support activities for multiple supervisors. Duties may include, fielding telephone calls, receiving and directing visitors, word processing, filing, and faxing. Strong software skills are required, as well as internet research abilities and strong communication skills. Staff in this category also may have the title of department assistant, coordinator, or associate

QUALIFICATIONS:

- High school diploma or General Education Degree (GED)
- Courses in typing and general office procedure or an acceptable combination of education and experience

RESPONSIBILITIES:

- Demonstrates and consistently maintains work habits, appearance and behavior that serve as a model for children.
- Answer the telephone and transfer calls to the appropriate individuals, divisions or department.
- Performs general receptionist duties and types a variety of correspondence for a department or a facility.
- Able to work alone or in a group setting.
- Seek opportunities to assist in daily task. Other duties may be assigned.
- Assess needs of clients and refer them to appropriate services available throughout the community.
- Take telephone messages for staff.
- Greet visitors to the facility, answer questions and direct them to the appropriate individuals.
- Type a variety of forms, letters, reports and memos.
- Sorts and distributes incoming and outgoing mail and faxes.
- Operates manual and electrical mailing equipment.
- Maintain and inventory departmental supplies.
- Organize and maintain office files and records.
- Able to seek opportunities to assist in daily task.
- Use office machines such as copiers, fax, computers, printers, & etc.
- Help with the processing of lunch forms and counts using Powerschool.

Charter School

Created by: T. Whitt
Release Date: 7/22/09

Revised by:
Revision date:

- Skilled in operating a computer or word processor.
- Excellent oral communications skills required.
- Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence.
- Must be able to effectively present information in one-on-one and small group situations to the general public and other employees of the organization.
- Ability to add, subtracts, multiply, and divides in all units of measure, using whole numbers, and decimals.
- Must have the ability to apply common sense understanding to carry out instructions furnished in written, or oral, form.
- May require computer and data entry skills. Must have the confidence to work with upper management.
- Will work around extremely sensitive materials must have proven record of confidentiality.

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

Charter School

Created by: T. Whitt
Release Date: 7/22/09

Revised by:
Revision date:

Charter School
Job Description

Position Title:	Physical Education Teacher
Department:	Education
Reports to:	School Principal
Supervises:	N/A
Date Prepared:	12/2008

POSITION SUMMARY:

Teaches pre-kindergarten, primary and/or middle school children on one or more School campuses. In conjunction with the School Principal, Academic Dean and President, designs programs of study which shape and support the academic and social development of each student. Works in a manner that reflects a standard of excellence in achieving goals. Performs all duties and responsibilities in accordance with the mission, philosophy, vision and policies.

QUALIFICATIONS:

- Bachelor's degree and/or Master degree preferred.
- Professional competency in Physical Education.

RESPONSIBILITIES:

- Consistently maintains work habits, appearance and behavior that serve as a model for children.
- Develops course objectives and outlines following school guidelines, requirements and the overall objectives of the school.
- Demonstrates competence in the art of instruction and ability to use multiple strategies, including technology.
- Teaches rules of conduct, maintains an orderly and supportive classroom environment.
- Plans for individual and group activities that stimulate growth in the cognitive, affective, spiritual and physical dimensions of each student.
- Counsels students regarding academic or behavioral problems.
- Discusses students' academic and social attitudes and achievements with parents/guardians.
- Prepares and maintains appropriate student records.
- Observes children to detect signs of ill health, emotional disturbance or neglect/abuse; takes appropriate action based on school guidelines and state regulations.
- Assumes other duties as assigned by the School Principal.
- Through your actions provide an example of how to live a focused, productive and community-oriented life.

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

Charter School *Job Description*

Position Title:	School Principal
Department:	Education
Reports to:	CEO
Supervises:	Teacher's, Teacher's Aide, Lunchroom Staff & Latch Key Staff
Date Prepared:	12/2008

POSITION SUMMARY:

Oversees the administration of a campus of the Cornerstone Learning Communities in accordance with its mission, vision, philosophy and policies. Works in a manner that sets a standard of excellence in achieving goals.

QUALIFICATIONS:

- Bachelor's degree required. Master's degree preferred.

RESPONSIBILITIES:

- Consistently maintains work habits, appearance and behavior that serve as a model for children.
- Creates an environment in which opportunities are provided for the personal growth of students, faculty and staff through an integrated curriculum and personal experience.
- Plans and oversees school curriculum in conjunction with the President and Academic Dean.
- Designs academic programs in consultation with the faculty, President and Academic Dean.
- Initiates and implements processes for evaluating student achievement and growth.
- Supervises and annually evaluates faculty and staff.
- Provides in-service training for the faculty; develops a sense of community among faculty and fosters their understanding of the School philosophy and policies.
- Consults with parents/guardians regarding student academic and behavioral progress.
- Monitors student behavior.
- Admits and dismisses students in consultation with faculty and the President.
- Disseminates information and promotes a sense of community and community involvement between the school and parents, and local civic community.

- Plans and coordinates activities for students, faculty and parents/guardians.
- Supervises the upkeep and cleanliness of the school building.
- Proposes and controls local school budget with fiscal integrity and with fiscal responsibility.
- Consults with support personnel and provides when possible for the special needs of the students; makes referrals when appropriate.
- Assists with the appropriate educational placement of students who leave or graduate.
- Oversees parent accountability for fulfillment of the Parent Agreement.
- Works with the President, Academic Dean and other School Principals.
- Assumes other duties as assigned by the President.
- Through your actions provide an example of how to live a focused, productive and community-oriented life.

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

Charter School
Job Description

Position Title:	School Secretary
Department:	Education
Reports to:	Principal
Supervises:	n/a
Date Prepared:	12/2008

POSITION SUMMARY:

Under general supervision, provides secretarial, administrative and clerical support to one or more Principals of a School campus (es). Performs all duties and responsibilities in accordance with the mission, vision, and policies.

QUALIFICATIONS:

- Minimum of a high school diploma or equivalent required, a college degree is preferred.
- Must have or be able to quickly acquire knowledge of the school system structure (mission, goals and objectives), policies and procedures.
- Must have experience demonstrating the ability to deal with diverse situations and diversity of people.
- Must have office management experience.
- Must be proficient in a Windows environment, including word processing, spreadsheet, and database software.

RESPONSIBILITIES:

- Consistently maintains work habits, appearance and behavior that serve as a model for children.
- Completes a wide range of typing/word processing tasks, which include correspondence lists, forms, tables, charts and records. May also take and transcribe dictation. May compile data for input into standard reports.
- Proofreads and edits draft and final copy materials for appropriate and consistent format, accuracy of data, punctuation, spelling and grammar.
- Receives and screens visitors and telephone calls and records messages. Responds to general inquiries concerning the activities and operation of the school by relaying established policies and procedures.
- Arranges meetings and conferences, schedules interviews and appointments, completes travel arrangements, and maintains personal calendars.
- Establishes, maintains and revises record keeping and filing systems. Classifies, sorts and files correspondence, records and other documents.

- Prepares, completes and/or processes a variety of documents, records, and logs. Compares information or data with other records for verification and corrections purposes.
- Opens, sorts and distributes mail.
- Operates standard office equipment such as typewriter, copier, calculator, dictation transcription equipment and personal computer.
- Assumes other duties as assigned by the School Principal or President.
- Through your actions provide an example of how to live a focused, productive and community-oriented life.

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

Charter School
Job Description

Position Title:	Spanish Teacher
Department:	Education
Reports to:	School Principal
Supervises:	Teacher's Aide
Date Prepared:	12/2008

POSITION SUMMARY:

Teaches pre-kindergarten, primary and/or middle school children on one or more School Campus. In conjunction with the School Principal, Academic Dean and President, designs programs of study which shape and support the academic and social development of each student. Works in a manner that reflects a standard of excellence in achieving goals. Performs all duties and responsibilities in accordance with the mission, philosophy, vision and policies of the school.

QUALIFICATIONS:

- Bachelor's degree and/or Master degree preferred.
- Proficient in Spanish (oral/written).

RESPONSIBILITIES:

- Consistently maintains work habits, appearance and behavior that serve as a model for children.
- Develops course objectives and outlines following School guidelines, requirements and the overall objectives of the school.
- Demonstrates competence in the art of instruction and ability to use multiple strategies, including technology.
- Teaches rules of conduct, maintains an orderly and supportive classroom environment.
- Plans for individual and group activities that stimulate growth in the cognitive, affective, personal and physical dimensions of each student.
- Counsels students regarding academic or behavioral problems.
- Discusses students' academic and social attitudes and achievements with parents/guardians.
- Prepares and maintains appropriate student records.
- Observes children to detect signs of ill health, emotional disturbance or neglect/abuse; takes appropriate action based on School guidelines and state regulations.
- Through your actions provide an example of how to live a focused, productive and community-oriented life.
- Assumes other duties as assigned by the School Principal.

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

Charter School *Job Description*

Position Title:	Teacher's Assistant
Department:	Education
Reports to:	School Principal
Supervises:	n/a
Date Prepared:	12/2008

POSITION SUMMARY:

Supervises the activities of pre-kindergarten and/or primary school children as designated by the School Principal and the Teacher. Assists the Teacher in the classroom. Performs all duties and responsibilities in accordance with the mission, philosophy, vision and policies of the Cornerstone Learning Communities.

QUALIFICATIONS:

- Bachelor's degree preferred. High school diploma or GED required.
- Previous experience working with children preferred.

RESPONSIBILITIES:

- Consistently maintains work habits, appearance and behavior that serve as a model for children.
- Ensures the safety and well-being of children in the program.
- Supervises and participates in activities with the children.
- Maintains order and ensures that children adhere to standard rules of conduct.
- Prepares and maintains appropriate student records as designated by the Teacher.
- Conscientiously distributes snacks during snack periods, and ensures that the snack area is left neat and tidy when finished.
- Supervises students eating lunch and at recess.
- Assumes other duties as assigned by the School Principal.
- Through your actions provide an example of how to live a focused, productive and community-oriented life.

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

Charter School
Job Description

Position Title:	Teacher
Department:	Education
Reports to:	School Principal
Supervises:	Teacher's Aide
Date Prepared:	12/2008

POSITION SUMMARY:

Teaches kindergarten, primary and/or middle school children on one or more Cornerstone Learning Communities Campuses. In conjunction with the School Principal, Academic Dean and President, designs programs of study which shape and support the academic, personal and social development of each student. Works in a manner that reflects a standard of excellence in achieving goals. Performs all duties and responsibilities in accordance with the mission, philosophy, vision and policies of the Cornerstone Learning Communities.

QUALIFICATIONS:

- Bachelor's degree and/or Master degree preferred.
- Professional competency in a specialized area.

RESPONSIBILITIES:

- Consistently maintains work habits, appearance and behavior that serve as a positive model for children.
- Develops course objectives and outlines following Cornerstone Learning Communities guidelines, requirements and the overall objectives of the school.
- Demonstrates competence in the art of instruction and ability to use multiple strategies, including technology.
- Teaches rules of conduct, maintains an orderly and supportive classroom environment.
- Plans for individual and group activities that stimulate growth in the cognitive, affective and physical dimensions of each student.
- Counsels students regarding academic or behavioral problems.
- Discusses students' academic personal and social attitudes and achievements with parents/guardians.
- Prepares and maintains appropriate student records.
- Observes children to detect signs of ill health, emotional disturbance or neglect/abuse; takes appropriate action based on Cornerstone Learning Communities guidelines and state regulations.
- Assumes other duties as assigned by the School Principal.

- Through your actions provide an example of how to live a focused, productive and community-oriented life.

Additional Responsibilities: Performs other similar or related duties as necessary.

The above statements are intended to describe the general nature and level of work being performed by the person assigned to this classification. They are not to be construed as an exhaustive list of all job duties performed by the personnel so classified.

Employee Print Name: _____

Employee Signature: _____ Date: _____

(Signature signifies the job description was reviewed by employee.)

SCHEDULE 7

FISCAL AGENT AGREEMENT

SCHEDULE 7

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to **Washington-Parks Academy** ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

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

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

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

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

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

shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2010, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

BY: Joseph L. Fielek
Joseph L. Fielek, Director
Bureau of Bond Finance
Michigan Department of Treasury

Date: July 31, 2009

LAN01148342.1
IDMLCW

SCHEDULE 8

METHODS OF ACCOUNTABILITY

SCHEDULE 8

METHODS OF ACCOUNTABILITY

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 8 and listed below. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with Section 1204a of the Code;
- d) an annually administered nationally recognized norm-referenced achievement test to each grade or grouping levels, or a program of testing approved by the University President; and
- e) all tests required by state or federal law.

Such reports, assessments and test results may constitute grounds for the University Board to continue the Contract, suspend or terminate the Contract, or revoke the Contract.

Date: 8-3-09


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Washington-Parks Academy Board of Directors at a properly noticed open meeting held on the 3rd day of Aug, 2009, at which a quorum was present.


Board Secretary

SCHEDULE 9

**LEASE OR DEED FOR PROPOSED SINGLE SITE/
OCCUPANCY AND SAFETY CERTIFICATES**

LEASE

(11685 Appleton, Redford Township, Michigan)

THIS LEASE is made and entered into as of July 1, 2009 (the "Effective Date"), by and between **The New Common School Foundation**, a Michigan non profit corporation (the "Landlord"), and **Board of Directors of Washington-Parks Academy**, a public school academy organized and operating under Part 6A of the Michigan Revised School Code (the "Tenant").

RECITALS

A. The Landlord owns or otherwise has the right to occupy and lease the premises described herein. The Landlord has agreed to lease the same to the Tenant, and the Tenant has agreed to lease the same from the Landlord.

B. The parties desire to reduce their agreement to writing, on the terms herein provided.

NOW, THEREFORE, in consideration of the foregoing recitals, in consideration of the mutual covenants herein, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Demised Premises.

a. The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, a portion of the premises described on the attached **Exhibit A** (referred to herein as the "premises" or the "Property"). The building on the Property is known as the Building. All improvements in the portion of the Building leased by the Tenant and personal property in the portion of the Building leased by the Tenant are leased to the Tenant hereunder. Tenant understands and agrees that a portion of the Building not leased to Tenant hereunder has been leased to The Covenant School, a Michigan non-profit corporation (the "Covenant Lease"), and that, notwithstanding this Lease, the Covenant Lease grants the tenant thereunder the ongoing right to use certain portions of the premises hereunder (as more particularly described in the attached **Exhibit B**, the "Shared Space").

b. In addition, Landlord shall lease to Tenant all of the personal property described on **Exhibit C** attached hereto and made a part hereof (the "Personal Property").

2. Term and Rent.

a. The term of this Lease shall be for one (1) year, commencing on the Effective Date and expiring on June 30, 2010 fully to be completed and ended.

b. From the Effective Date until June 30, 2010, the Tenant shall yield and pay unto the Landlord as "**Annual Base Rent**" for the premises as follows:

For the Effective Date beginning June 30, 2010, to pay the Lessor, as rental for the leased premises, without demand, offset or deduction, equal monthly payments due on the first day of each and every month, in advance, a monthly rental payment in an amount equal to 1/12th of nine percent ~~109%~~ of the per pupil enrollment/state student aid grant amount (based on the State Board of Education counts whenever they may be taken). Lessee shall provide, or cause to be provided, copies of the forms submitted to the State of Michigan regarding the student count within three (3) days after such information is submitted to the State of Michigan. The principal will apprise the Landlord regarding actual student enrollment twice yearly; the fall count in September and the winter count in February. Based on the results of these student counts, the monthly rental shall be increased or decreased retroactively to the beginning of the month of the current student count date. In no event shall the monthly rental payment be less than an amount based on an enrollment of _____ students at 1/12th of ~~109%~~ of the current state grant amount.

(c) Regarding the Personal Property, Tenant will pay Landlord a monthly rental fee of TBD (\$_____) which shall be paid as of Annual Base Rent. Tenant will have the option at any time during the Term to purchase the Personal Property from Landlord in an amount equal to the fair market value of the Personal Property as determined by an appraisal to be obtained by the Landlord. The TBD (\$_____) monthly payments shall be credited against the purchase price at the time of acquisition of the personal property. The parties agree that the Landlord shall determine the fair market value of the Personal Property through an appraisal conducted by a third party appraisal firm acceptable to both parties and this fair market value will be the purchase price of the Personal Property. This appraisal shall be completed on or before _____ 2009. If either party disagrees with appraised value, they will have the right to hire an appraisal and complete an appraisal within thirty (30) days of the original appraisal. If the value of the Personal Property is within 10% of the original appraisal, then the average value of the two appraisals will be used. If the difference is more than 10%, then the two appraisers will hire a third appraiser and the third appraiser will conclusive determine the appraised value of the Personal Property.

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

3. Automatic Renewal; Rental Adjustments; Changes in Demised Premises.

Subject to notification by one party to this Lease to the other party of such first party's desire to terminate this Lease at the end of the then current lease term, this Lease shall be automatically renewed for additional terms of one (1) year each upon the same terms and conditions. Notification of termination of this Lease shall be in writing and must be received

by the other party prior to the thirtieth (30th) day preceding the expiration of the then current lease term.

4. **Triple Net Lease.** This Lease is intended to be a "triple net" lease, in accordance with the following:

(a) Landlord shall not be required to provide any services or do any act in connection with the Property, except those services which are connected with capital expenditures, defined below.

(b) Tenant shall pay all expenses of any nature whatsoever, except those expenses associated with capital expenditures, defined below, during the term of this Lease which are connected with the premises, and shall maintain the premises in all respects. Tenant's responsibilities shall include but not be limited to the following: payment of all fire, hazard and liability insurance; maintenance and repair of all the interior and exterior of all improvements upon the Property, **including the foundation, roof and exterior walls;** maintenance of all grounds; repair and replacement of all utility systems including the electrical, sprinkler, plumbing, and H.V.A.C. systems; maintenance of all driveways, walkways and parking areas; providing lawn care and maintenance; and removing debris, snow and ice from the premises to the extent required for Tenant's business operations and for general safety and welfare of persons on the premises. Notwithstanding the foregoing, as Tenant is leasing _____% of the Property and sharing _____% with the Covenant School (the "Shared Space"), Tenant's percentage share of the common area expenses shall be _____% ("Tenant's Percentage"), which is all of the space that Tenant is leasing and fifty percent of the Shared Space.

Landlord shall be responsible for installation of and expenses related to Capital Expenditures, and will be reimbursed by Tenant according to the following formula: Tenant agrees to pay a pro rata share of the costs of any Capital Expenditures which are completed on the leased premises. This share shall be calculated by dividing the total costs of the Capital Expenditure by the useful life of the Capital Expenditure. The yearly amount to be paid by Tenant shall be divided by 12, and will be due in addition to the base rent. For purposes of this lease, Capital Expenditures shall be defined as the addition of a permanent structural improvement or the restoration of some aspect of the property that will either enhance the property's overall value or increases its useful life. Capital Expenditures can include, but are not limited to, replacement of or additions of new heating and ventilation systems, boilers, roofing, water and gas piping, and any other assets which become fixtures of the real property.

(c) As noted above, Tenant acknowledges that this Lease is subject to the rights of the tenant under the Covenant Lease as regards the Shared Space, which space is intended for common use by the Tenant hereunder and the tenant under the Covenant Lease on the terms and conditions of a Use Agreement to be executed by the Landlord, Tenant and The Covenant School as of the date hereof (the "Covenant Agreement"). Tenant hereby warrants to Landlord that it will not intentionally interfere with the rights of said tenant in and to the Shared Space pursuant to the Covenant Lease, as such rights exist as of the date hereof

(Landlord shall provide Tenant a copy of the fully executed Covenant Lease upon execution of this Lease). Further, Landlord agrees that it shall not consent to or permit any modification of the Covenant Lease or the Covenant Agreement that would result in the expansion of the rights of The Covenant School to use the Property without Tenant's prior written consent. Tenant agrees to indemnify, protect and hold Landlord harmless as a result of any claims brought against Landlord arising out of Tenant's breach of the foregoing representation.

(d) Landlord and Tenant agree to work with the Covenant School to establish rules governing the use of the Shared Space and the payment of utilities for the Shared Space (the "Shared Space Agreement"). In addition, the Shared Space Agreement will take into account sharing any personal property (such as cafeteria tables, library tables, books, gym equipment) that is being leased to the Tenant and that is owned by the Covenant School.

5. **Personal Property Taxes.** Tenant shall be responsible for and pay before delinquency all municipal, county, state or federal taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or used by or placed in, upon or about the premises by Tenant.

6. **Late Charges.** If any rent due hereunder is not paid on the due date, then interest shall accrue at a rate of 1.5% per month as of the due date, in addition to any other fees or charges that Landlord accrues in collecting this late rent.

7. **Assignment and Subletting.** Tenant shall not assign this Lease or any interest in this Lease and/or sublet the premises or any part thereof without Landlord's prior written consent. Assignment of this Lease and subletting of the premises shall be further subject to the terms of this Paragraph as set forth below:

(a) In order for Landlord to consider a proposed assignment or sublease, the following conditions must be satisfied: (i) at the time of any such proposed assignment or sublease, Tenant shall not be in default under any of the terms, provisions or conditions of this Lease; (ii) the assignee or sublessee shall only occupy the premises and conduct business in accordance with the use expressly permitted herein; and (iii) Tenant and its assignee or sublessee shall execute, acknowledge and deliver to Landlord a fully executed counterpart of a written assignment of lease or sublease as the case may be, duly consented to by Tenant's guarantor, if any.

(b) In case of an assignment, Tenant shall assign to such assignee Tenant's entire interest in this Lease, together with all prepaid rents hereunder, and the assignee shall accept said assignment and assume and agree to perform, directly for the benefit of the Landlord, all of the terms, covenants and conditions of this Lease on the Tenant's part to be performed hereunder. However, notwithstanding any term or provision of this Lease to the contrary, in no event shall any assignment of the Lease include an assignment of any option set forth herein for Tenant to renew this Lease, unless Landlord in Landlord's sole discretion expressly consents to assignment of the option to renew.

(c) In case of subletting, the sublease shall in all respects be subject and subordinate to all of the terms and covenants and conditions of this Lease, and the sublessee thereunder shall agree to be bound by and to perform all of the terms, covenants and conditions of this Lease on the Tenant's part to be performed hereunder, except the payment of rent, additional rents and other charges reserved hereunder, which Tenant shall continue to pay to Landlord. However, notwithstanding any term or provision of this Lease to the contrary, in no event shall the term of any sublease extend into any renewal period arising under any option set forth herein for Tenant to renew this Lease, unless Landlord in Landlord's sole discretion expressly consents to such term of the sublease.

(d) Notwithstanding any such assignment or subletting or the consent of Landlord under the terms of this Paragraph, both Tenant and its guarantor, if any, shall not be released or discharged from any liability whatsoever under this Lease and will continue liable hereon with the same force and effect as though no assignment or sublease has been made. Furthermore, no assignment or subletting shall be deemed a waiver of the further application of this Paragraph (regarding subsequent assignments or subletting).

(e) Other than an assignment or subletting to which Landlord consents in accordance with this Paragraph, Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Premises or permit the premises or any part thereof to be used or occupied by others. Any attempt to encumber or assign this Lease or sublet the premises not in compliance with the provisions of this Paragraph shall be void and of no force and effect.

(f) If Tenant is a partnership, limited partnership, corporation, limited liability company or other joint venture or association, then any one or more of the following shall be considered an assignment of Tenant's interest in this Lease: (i) the dissolution, merger, consolidation or other reorganization of Tenant; (ii) the sale of any substantial part of Tenant's assets outside the ordinary course of Tenant's business; (iii) the transfer of the controlling interest in the Tenant or other form of ownership interest of Tenant; or (iv) the merger of Tenant into or with any other entity the result of which Subtenant is not the surviving entity or the reorganization or dissolution of Subtenant, shall be deemed an assignment.

(g) Landlord agrees not to unreasonably withhold its consent to any proposed assignment of this Lease or subletting of the premises, provided that the proposed assignee or sublessee and its guarantor, if any, have creditworthiness and experience in the business which constitutes the permitted use hereunder which are at least as good as that of the Tenant and its guarantor, if any.

8. **Performance.** The Tenant leases the premises for the term provided herein, and covenants to pay, or cause to be paid to the Landlord at the dates and times above mentioned, the base rent above reserved. All rent hereunder shall be paid to Landlord without any claim on the part of Tenant for diminution or abatement. The obligations of Tenant to Landlord shall be, in all respects, and for all purposes, unconditional; and, Tenant shall not be entitled to assert any right of defense or set-off to Tenant's obligations herein,

until such time as such right has been reduced to a final judgment in favor of Tenant and chargeable against Landlord, by a court of competent jurisdiction.

9. **Hazard Insurance.** The Landlord shall maintain any and all insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in the standard extended coverage endorsement and, at Landlord's option, special extended coverage endorsements insuring the premises and the Personal Property in an amount TBD.

10. **Liability Insurance.** The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about the premises from any cause whatsoever. Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of Landlord and Landlord's mortgagee **in such amounts and upon such terms (including deductibles and limits of liability) as Landlord may reasonably establish** from time to time. As of the date that this Lease is executed, Tenant shall have in place commercial general liability insurance on an occurrence basis against claims for "personal injury", including without limitation bodily injury, death or property damage occurring on, in or about the Premises with an each occurrence limit of \$1,000,000 and a general aggregate \$3,000,000 and with a deductible of not more than \$5,000. Tenant shall maintain such insurance under insurance policies in form and substance acceptable to Landlord; and the insurer shall name Landlord as additional insured and as loss payee under such policies of insurance. Such insurance policies or certificates thereof shall, if Landlord so requests, be deposited with Landlord and Landlord's mortgagee. Tenant shall deliver to Landlord a certified copy of each policy and evidence of payment of all premiums therefor. Furthermore, each such insurance policy obtained by Tenant shall contain a provision stating in substance that such policy and the coverage thereunder shall not be modified, canceled or terminated in any respect for any reason unless and until Landlord and Landlord's mortgagee have been provided with thirty (30) days notice of such modification, cancellation or termination.

11. **Workers Compensation Insurance.** To the extent required by law, Tenant shall secure valid workers compensation insurance covering Tenant's employees, and shall continue such insurance in full force and effect throughout the term hereof. Tenant shall provide satisfactory evidence of such workers compensation insurance to Landlord from time to time upon Landlord's request. Tenant shall not be allowed to modify or change this insurance coverage without Landlord's consent.

12. **Waiver of Subrogation.** Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee, partner or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

13. **Non-Payment of Expenses.** If the Tenant shall default in any payment or expenditure, other than base rent required to be paid or expended by the Tenant under the

terms hereof, the Landlord may at its option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant five (5) days after presentment, together with interest at a rate of interest which is two percent (200 basis points) in excess of the Prime Rate as announced in The Wall Street Journal as in effect for each month from the date of such payment or expenditure by the Landlord. On default in such payment, the Landlord shall have the same remedies as on default in payment of base rent. Notwithstanding the foregoing, in no event shall the interest rate hereunder exceed the highest rate permitted under the circumstances pursuant to applicable law.

14. **Location of Payment.** All payments of base rent or other sums to be made to the Landlord at 6861 East Nevada, Detroit, Michigan and may be made at such other place as the Landlord shall designate in writing from time to time.

15. **Bankruptcy and Insolvency.**

(a) Neither this Lease, nor any interest herein nor any estate hereby created shall pass to any trustee or receiver or assignee for the benefit of creditors of Tenant or otherwise by operation of law.

(b) In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if an assignment shall be made of Tenant's property for the benefit of creditors, or if Tenant petitions for or enters into any such arrangement, then and in any such event, Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice in writing of the election of Landlord to so terminate.

(c) Tenant shall not cause or give cause for the institution of legal proceedings seeking to have Tenant adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for Tenant's assets, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy laws, or the appointment of a trustee or receiver of Tenant or its assets, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance for the petition, or the appointment of a trustee or receiver is vacated within thirty (30) days after such allowance or appointment. Any act described in this Subparagraph (c) shall be deemed a material breach of Tenant's obligations hereunder, and upon such breach by Tenant, Landlord may, at its option, and in addition to any other remedy available to Landlord, terminate this Lease and all of the rights of Tenant hereunder by giving to Tenant notice in writing of the election of Landlord to so terminate.

16. **Right to Mortgage; Attornment.**

(a) Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage now or hereafter placed upon Landlord's interest in the premises, and to any and all advances to be made thereunder, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder. Tenant agrees that any mortgagee may elect to have this Lease a prior lien to its mortgage whether this Lease is dated prior or subsequent thereto. Tenant further covenants and agrees to execute and deliver upon demand such further instrument or instruments as shall be required by Landlord or any mortgagee to carry out the intent of this Paragraph.

(b) In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the premises, Tenant hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner, whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease.

(c) If Landlord shall fail to pay within ten (10) days after due, any installment of principal or interest on any mortgage which is paramount to this Lease or which has been guaranteed by Tenant, or any installment of taxes or assessments affecting the leased premises, or shall fail promptly to remove any other lien or charge which could jeopardize the Tenant's right to possession as granted herein, then Tenant may make such payment or effect such removal. Any such payment or removal shall entitle Tenant to be subrogated to the lien or charge of the item so paid in addition to the rights given the Tenant under this Paragraph. If Tenant shall make any payment or advance or incur any expense for the account of Landlord, pursuant to this Paragraph or any other provision of this Lease, then Tenant shall be entitled to reimbursement therefor from Landlord. Tenant may apply such claim against any subsequent installment of rent or other charges due from Tenant hereunder; and, if Tenant is not reimbursed at the expiration of the term granted herein or any renewal or extension thereof, then Tenant may remain in possession of the leased premises until completely reimbursed through an offset against the rents and other charges falling due during such continued possession.

17. **Estoppel Certificates.** At any time and from time to time upon ten (10) days prior request by Landlord, Tenant will promptly execute, acknowledge and deliver to Landlord, a certificate indicating (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, stating the date and nature of each modification), (ii) the date, if any, to which rental and other sums payable hereunder have been paid, (iii) that no defaults exist except as specified in such certificate, and (iv) such other matters as may be reasonably requested by Landlord or Landlord's mortgagee.

18. **Permitted Use of Property.** During the continuance of this Lease, the premises shall be used and occupied for the operation of a school and related operations, and for any other activity conducted by the Tenant at the premises prior to the date

hereof. Tenant shall use the premises for no other purpose or purposes without the prior written reasonable consent of the Landlord. On any breach of this Paragraph, the Landlord may at its option terminate this Lease forthwith and re-enter and repossess the premises, or exercise any other right or remedy provided herein.

19. **Quiet Enjoyment.** Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed and subject to the terms of the Covenant Agreement, Tenant shall peaceably and quietly hold and enjoy the premises for the term provided herein, without hindrance or interruption by Landlord, or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms of this Lease.

20. **Adjoining Property.** Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying property adjacent to or connected with the premises, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water or gas.

21. **Destruction of Property.** It is understood and agreed that if the premises be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord, at its option, may or may not repair and restore the Property. If Landlord elects not to restore the Property, the Landlord, in its sole discretion, may terminate the Lease.

22. **Eminent Domain.** If the whole or more than thirty percent (30%) of the premises, or if more than thirty percent (30%) of the parking areas on the premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the date possession of that part shall be required for any public purpose. The rent shall be paid to that day, and from that day Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the premises under the terms herein provided: However, if Tenant continues in possession, then the base rent shall be reduced in proportion to the amount of the premises taken. For this purpose, base rent shall be deemed allocable 85% to the buildings and structures on the premises (*when applicable*) and 15% to the parking or unimproved areas constituting part of the premises. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises herein leased. However, Landlord shall not be entitled to any portion of the award made to Tenant for loss of business, moving expenses or fixtures and equipment installed in the premises at the expense of Tenant or persons claiming under Tenant. If this Lease shall not be terminated as aforesaid, then Landlord shall, within a reasonable time after such taking, restore what may remain of the premises to a condition similar to the condition existing prior to the taking, subject to a reduction in size. **This paragraph shall be applied separately with respect to each parcel of real estate which is functionally separate from other parcels of real estate constituting part of the premises.**

23. **Maintenance by Tenant.** Tenant shall maintain the Property as set forth in Paragraph 4(b). At the expiration of the term, the Tenant shall yield and deliver up the premises in like condition as when taken, reasonable use and wear thereof.

24. **Alterations by Tenant.** Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the premises or any part thereof, or attach any fixtures or equipment thereto without first obtaining Landlord's consent, which consent shall not be unreasonably withheld by Landlord. All such alterations, additions and improvements shall be performed by contractors and subject to conditions specified by Landlord. In addition, Tenant must obtain Landlord's prior written approval of any contracts or agreements entered into by Tenant regarding alterations, additions or improvements to or of the premises. All alterations, additions and improvements to the premises shall become the property of Landlord upon their installation and/or completion and shall remain on the premises upon the expiration or termination of this Lease without compensation to Tenant, unless Landlord (in Landlord's discretion) elects by written notice to Tenant to have Tenant remove the same. However, Tenant shall have the right to remove any of Tenant's movable trade fixtures and furniture which are not affixed to the premises and which may be readily removed without causing damage to or diminution in the value of the premises. Upon removal of any of the foregoing (at Landlord's election or by Tenant's right as provided above), Tenant shall promptly restore the premises to their condition existing prior to the installation of the items being removed.

25. **Construction Liens.** In the event a construction lien shall be filed against the premises or the Property or Tenant's interest therein as a result of any work undertaken by Tenant, or as a result of any repairs or alterations made by Tenant, or any other act of Tenant, Tenant shall, within ten (10) days after receiving notice of such lien, discharge such lien either by payment of the indebtedness due the lien claimant or by filing a bond (as provided by statute) as security therefor. In the event Tenant shall fail to discharge such lien, Landlord shall have the right to procure such discharge by paying such lien or by filing such bond, in which case Tenant shall pay the amount of such lien or the cost of such bond to Landlord as additional rent upon the first day that rent shall be due thereafter in accordance with Paragraph 13 hereof.

26. **Tenant's Acceptance of Premises.** Tenant acknowledges that no representations as to the condition of the premises or state of repairs thereof have been made by the Landlord, or its agent, which are not herein expressed. Tenant hereby accepts the premises in their present condition, AS IS, at the date of the execution of this Lease.

27. **Nuisance.** Tenant shall not perform any acts or carry on any practice which may injure any buildings or structures on the premises or be a nuisance or menace to neighbors or others. Tenant shall keep the premises under its control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, snow and ice at all times. If Tenant shall not comply with these provisions, then Landlord may enter upon the premises and have rubbish, dirt, and ashes removed and the premises cleaned, in which event Tenant shall pay all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning

the premises. Said charges shall be paid to the Landlord by the Tenant as soon as a bill is presented, and the Landlord shall have the same remedy as provided in Paragraph 13 of this Lease in the event of Tenant's failure to pay.

28. **Compliance With Local Laws.** Tenant shall at its own expense, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all local, municipal, County, State and federal authorities affecting the premises and the cleanliness, safety, occupation and use of same. Notwithstanding the foregoing, the Tenant shall not be liable for any hazardous materials that exist on or about the Property as of the date Tenant first takes possession of the Property or which are introduced or exacerbated by Landlord, The Covenant School or any third parties. In addition, Tenant will have no obligation as a result of the Covenant Lease or Covenant Agreement to make any physical alterations to the Property.

29. **Notice of Rental.** Tenant agrees that for a period commencing sixty (60) days prior to the termination of this Lease, Landlord may show the premises to prospective tenants, and may display in and about the premises and in the windows thereof the usual and ordinary "TO RENT" signs.

30. **Holding Over.** In the event of Tenant holding over after the termination of this Lease, the tenancy shall be from month to month in the absence of a written agreement to the contrary. The base rent amount during any such period of holding over shall be **one hundred fifty percent (150%)** of the base rent amount otherwise applicable hereunder.

31. **Utilities.** The parties acknowledge that Tenant shall pay Tenant's Percentage of all charges made against the premises for all utilities including, without limitation, gas, water, heat and electricity during the continuance of this Lease as the same shall become due. These payments will be made pursuant to the Shared Space Agreement.

32. **Signs.** All signs and advertising displayed in and about the premises shall be such only as to advertise the business carried on upon the premises. No awning shall be installed or used on the exterior of the building unless approved in writing by the Landlord.

33. **Landlord's Right of Inspection.** Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary, the Landlord may demand that the Tenant make the same, and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs. The Landlord shall not be responsible to the Tenant for any loss or damage that may accrue to its stock or business by reason of such repairs. If the Landlord makes or causes to be made such repairs, the Tenant shall forthwith on demand pay to the Landlord the cost thereof with interest at the rate provided in Paragraph 13 hereof, and if Tenant shall default in such payment the Landlord shall have the remedies provided in Paragraph 13 hereof.

34. **Default by Tenant.**

(a) Tenant shall be in **material default** of this Lease under circumstances including but not limited to any one or more of the following:

(1) The failure of Tenant to pay any base rent or other sums due hereunder within ten (10) days after the same shall be due;

(2) The failure of Tenant to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been furnished to Tenant;

(3) Tenant becoming bankrupt or insolvent, or filing any debtor proceedings, or taking or have taken against Tenant in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant making an assignment for the benefit of creditors, or Tenant suffering this Lease to be taken under any writ of execution, or Tenant petitioning for or entering into any similar arrangement; or

(4) The abandonment of the premises by Tenant (as used herein, the term "abandonment" shall not include the cessation of operations by Tenant at the Property, provided that Tenant continues to perform its obligations hereunder).

(b) If Tenant is in material default of this Lease, then Landlord, its attorneys, successors and assigns, in addition to any other rights or remedies they may have hereunder or at law shall have the right to declare this Lease terminated and the term ended, and/or shall have the immediate right of re-entry and may remove all persons and property from the premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespassing or becoming liable for any loss or damage which may be occasioned thereby.

(c) Should Landlord elect to re-enter the premises as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or Landlord may from time to time without terminating this Lease, make such alterations and repairs as Landlord, in Landlord's sole discretion, determines is necessary in order to relet the premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals, as Landlord in Landlord's sole discretion may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of reasonable costs and expenses of such reletting including brokerage and attorneys' fees, and the cost of any such alterations and repairs; third, to the payment of rent due and unpaid hereunder. The residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency

to Landlord. No such re-entry or taking possession of the premises, or any part thereof, by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease. In addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the premises, reasonable attorneys' fees incidental thereto, and any and all other damages incurred by Landlord as a result thereof.

35. **Remedies Cumulative.** Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

36. **Security Deposit.** No security deposit shall be required from Tenant under this Lease.

37. **Waiver of Breach.** A waiver by any party of a breach of any provision of this Lease by any other party shall not operate or be construed (a) as continuing, or (b) as a bar to, or a waiver or release of, any subsequent right, remedy, or recourse as to a subsequent event, or (c) as a waiver of any subsequent breach by that other party.

38. **Notices.** All notices, statements or other communications which are required or contemplated by this Lease shall be in writing (unless otherwise expressly provided herein) and shall be either personally served at or mailed to the last known mailing address of the person entitled thereto. In addition, a copy of each such notice, statement or communication intended for a party shall be furnished to such single additional addressee for that party as may be specified herein or specified in a like notice. All such notices, statements and other communications (or copies thereof) shall be deemed furnished to the person entitled thereto (a) on the date of service, if personally served at the last known mailing address of such person, or (b) on the date on which mailed, if mailed to such person in accordance with the terms of this Section. For purposes hereof, an item shall be considered mailed if the sender can establish that it was sent by means including, but not limited to, the following: (i) by United States Postal Service, postage prepaid; (ii) by air courier service (Federal Express or the like); or (iii) by telefax or other means of electronic communication.

39. **Successors and Assigns.** This Lease shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, executors, personal representatives, successor trustees, successors and assigns, subject, however, to the restrictions set forth herein regarding assignments and subletting by Tenant.

40. **Severability.** Should any covenant, condition, term or provision of this Lease be deemed to be illegal, or if the application thereof to any person or in any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, condition, term or provision to persons or in circumstances other

than those to which it is held invalid or unenforceable, shall not be affected thereby; and each covenant, condition, term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

41. **Course of Conduct.** No course of conduct between the parties hereto, nor any delay in exercising any rights or remedies hereunder or under any communication, report, notice or other document or instrument referred to herein, shall operate as a waiver of any of the rights or remedies of the parties hereto.

42. **Entire Agreement.** This Lease contains all the covenants, promises, agreements, conditions, representations and understandings between the parties hereto, and supersedes any prior agreements between the parties hereto, with respect to the subject matter hereof. There are no covenants, promises, agreements, conditions, representations or understandings, either oral or written, between the parties hereto, other than those set forth herein or provided for herein, with respect to the subject matter hereof.

43. **Amendment.** This Lease shall not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

44. **Governing Law.** This Lease shall be governed by and interpreted under the laws of the State of Michigan, irrespective of where this Lease is made.

45. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

46. **Gender and Number.** As the context of any provision may require, nouns and pronouns of any gender and number shall be construed in any other gender and number.

47. **Captions.** Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Lease.

48. **Incorporation by Reference.** All schedules, exhibits and other attachments which are affixed to and referred to in this Lease are incorporated herein and made a part hereof by this reference.

49. **Brokerage.** The parties hereto represent to each other that neither is liable to any third party for any fee or commission by way of brokerage with respect to the execution and delivery or the performance of this Lease.

50. **Authority.** Each individual executing this Lease on behalf of an entity represents and warrants that he or she has obtained the legal authorization necessary to sign this Lease on behalf of such entity.

51. **Construction.** Each party has participated fully in the negotiation and preparation of this Lease with full benefit or availability of counsel. Accordingly, this Lease shall not be more strictly construed against either party.

52. **Payment of Legal Fees in the Event of Litigation.** In the event of any litigation between the parties concerning the subject of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees. For this purpose, reasonable attorneys' fees shall be deemed to include court costs, including those for appellate proceedings, and fees for paralegals, legal assistants, accountants, and similar persons.

53. **Special Provisions Regarding Charter School Requirements.** The parties hereby agree as follows

(a) The Tenant is a body corporate and governmental entity authorized by the Revised School Code. The Tenant is organized and operates as a public school academy and a nonprofit corporation. The Academy is not part of Grand Valley State University for W-P Academy. The relationship between the Tenant and the GVSU Board of Trustees is based solely on the applicable provisions of the Revised School Code and the terms of the Charter Contract and other agreements between the GVSU Board of Trustees and the Tenant. The Tenant has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, the Grand Valley State University Board of Trustees, or GVSU, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties that the State of Michigan, the GVSU Board of Trustees or GVSU in any way guarantee, are financially obligated, or are in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the Tenant.

(b) The Lease agreement is subject to the terms and conditions of the Charter Contract between the Tenant and its authorizing body only when there is a conflict between the terms of this Lease and such Charter Contract. A copy of this Charter Contract has been provided to Landlord.

(c) The Lease shall terminate automatically and immediately upon termination or revocation of the Charter Contract between the Tenant and its authorizing body, in the absence of a successor Charter Contract with another authorizing body.

(d) The Landlord shall cooperate with the Tenant as necessary to satisfy the Tenant's obligation to provide reasonable access to the Tenant's authorizing body if the authorizing body's performance of its oversight function under the Charter Contract.

(e) The parties will cooperate as necessary to secure an Occupancy Permit for the Academy to operate as a public school academy in the Premises, and this Lease is conditioned upon the Tenant being able to obtain such an Occupancy Permit.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

LANDLORD:

The New Common School Foundation, a Michigan non profit corporation

By: _____
W. Clark Durant, President

TENANT:

Board of Directors of Washington-Parks Academy, a public school academy organized and operating under Part 6A of the Michigan Revised School Code

By: _____

Its: _____

EXHIBIT A TO LEASE**(11685 Appleton, Redford Township, Michigan)****DESCRIPTION OF DEMISED PREMISES**

Property located in Redford Township, Wayne County, Michigan and is more accurately described as:

The east 2 of the west 3/4 of the southwest 1/4 of the southwest 1/4 of section 28, town 1 south, range 10 east, Redford Township, Wayne County, except the north 200 feet thereof and except those parts taken for the widening of Plymouth Road and Appleton Avenue and is more particularly described as follows: Commencing at the southwest corner of section 28, thence south 89 degrees 33 minutes 30 seconds east along the south line of section 28, a distance of 954.15 feet; thence north 00 degrees 52 minutes 17 seconds east along the extension of the west line of Appleton a distance of 50 feet to the northwest corner of Plymouth Road and Appleton Avenue and the point of beginning of the parcel of land herein intended to be described; running thence from said point of beginning north 84 degrees 52 minutes 48 seconds west along the north line of Plymouth Road, as widened, a distance of 456.08 feet to a point, said point being 87.20 feet north of the south line of section 28; thence north 00 degrees 56 minutes east along the west line of the east 2 of the west 3/4 of the southwest 1/4 of said section 28, a distance of 1024.64 feet to a point; thence south 89 degrees 30 minutes east along a line which is parallel to and distant 200 feet south of the north line of the southwest 1/4 of the southwest 1/4 of section 28, a distance of 453.72 feet to a point; thence south 00 degrees 52 minutes 17 seconds west along the west line of Appleton as widened to 66 foot, a distance of 1061.37 feet to the point of beginning.

Parcel Identification Number: 179-032-99-0002-000 (tax exempt)

Commonly known as 11685 Appleton, Redford Township, Michigan (the "Property").

EXHIBIT B

Shared Space

Exhibit C
Personal Property

SCHEDULE 10

ACADEMY'S ADMISSION POLICIES AND CRITERIA

Open Enrollment, admissions policy, and selection criteria:

A. APPLICATION AND ENROLLMENT OF STUDENTS

- (1) Enrollment in the Academy will be open to all individuals who reside in the state of Michigan.**
- (2) Except for a foreign exchange student who is not a United States citizen, the Academy shall not enroll a pupil who is not a Michigan resident.**
- (3) Academy admissions will be limited to pupils within grades K – 8 and may be limited on any other basis that would be legal if used by a Michigan public school district.**
- (4) The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils. However, the Academy may not provide a preference to children of Board members or Academy employees.**
- (5) The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate grade level unless that grade is not offered.**
- (6) No student may be denied participation in the application process due to lack of student records.**
- (7) If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.**

B. APPLICATION PROCESS

- (1) The Academy's application period shall be a minimum of two weeks in duration, with evening and/or weekend times available, and a defined deadline date.**
- (2) Completed applications for enrollment of children must be received by the deadline date. Complete applications will be stamped with the date of receipt.**
- (3) A random selection drawing (as detailed in Section D below) is required if the number of applications received during the application period exceeds the number of available spaces at a particular grade or grouping level.**

- (4) The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled consistent with the Academy's admission timelines (see Section C below). If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- (5) If there are more applications to enroll in a particular grade than there are spaces available in that grade or grouping level, the school will select students to enroll based on a random selection process (lottery).
- (6) All applications for the oversubscribed grade level that were filed before the published deadline will be placed in the lottery and publicly drawn in random order to determine which students will be enrolled in that grade. Once all the available spots are filled, additional names will be selected through the same lottery process to create a waiting list in case new spaces become available. The lottery will occur shortly after the closure of the enrollment period. The Academy will notify applicants whether their names were selected in the lottery for enrollment or whether their names were placed on the waiting list. As spaces become available at the Academy, spaces will be offered to the applicants in the order of placement on the waiting list, consistent with the Academy's admission timelines. The Academy will maintain a current waiting list in the main office. The waiting list will cease to exist at the beginning of the next application period (when a new lottery will be held and a new waiting list will be created). If there is no waiting list, students shall be admitted on a first-come, first-served basis, consistent with the Academy's admission timelines.
- (7) 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 Wayne RESA Board of Education.

C. ACADEMY ADMISSION TIMELINES

- (1) As positions within the Academy become available, the parent/guardian of the child will be notified in writing with return-requested mail delivery. The seat will be held for 10 business days and, if the parent/guardian declines the offer or if there is no response to the notification and telephone follow-up, the child will be

moved to the bottom of the waiting list and a letter will be sent to the family notifying them that due to their failure to respond, they have been moved to the bottom of the list. The parent/guardian of the next child on the waiting list will be notified as described above.

- (2) The Academy shall accept students for enrollment throughout the academic year; however, to the extent permitted by law, the Academy will specify entry dates at the start of each academy semester to facilitate a smooth and productive transition of students into the Academy.
 - (a) The prospect for improved student achievement is enhanced by limiting the disruptions and distractions associated with significant fluctuations in the student population throughout the school year. This need to stabilize a defined student population is increased where ambitious educational outcomes are being pursued in a rigorous and extended academic program.
 - (b) The belated introduction of students into the educational program, after orientation and team-building exercise have been completed or at a point where the realistic opportunity to participate meaningfully in the curriculum has expired, generally does not serve the academic and social needs of the student seeking enrollment, nor the interests of the transferor school, or the other students in the transferee classroom and Academy.
 - (c) All students will participate in an enrollment curriculum designed to facilitate a smooth and productive introduction to the Academy. This enrollment curriculum may include placement testing; introduction to staff, facilities, and community rules and expectations; analysis of transferor curriculum (if any) and Academy curriculum; and so forth. This enrollment curriculum will be incorporated into the start of each academic year and all students enrolled in the Academy at the start of each year will participate. Students seeking to enroll after the start of the academic year will be required to participate on an individual or group basis in the enrollment curriculum before placement in the appropriated grade-level classroom.

D. LEGAL NOTICE

- (1) The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation covering the geographic boundaries of the Wayne RESA. A copy of the legal notice must be forwarded to the Wayne RESA Public School Academies Manager.**
- (2) At a minimum, the legal notice must include:**
 - (a) The process and/or location(s) for requesting and submitting applications for enrollment in the Academy.**
 - (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.**
- (3) The legal notice of the open enrollment period must be designed to inform individuals that are most likely to be interested in attending the Academy.**
- (4) The Academy, being an equal opportunity educational institution, shall be committed to good-faith, affirmative action to seek out, create, and serve a diverse student body.**

E. RE-ENROLLING STUDENTS AND SIBLINGS

- (1) The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.**
- (2) If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether (a) sibling(s) seek(s) to enroll for the upcoming academic year.**
- (3) 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.**
- (4) An applicant on the waiting list at the time a new application period begins must reapply as a new student.**
- (5) 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 or grouping level.**

- (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.

F. RANDOM SELECTION DRAWING

- (1) A random selection drawing is required if the number of applications exceeds the number of available spaces at one or more grades or grouping levels. Prior to the application period, the Academy shall:
 - (a) Establish written procedures for conducting a random selection drawing.
 - (b) Establish the maximum number of spaces available per grade or grouping level.
 - (c) Establish the date, time, place and person to conduct the random selection drawing.
 - (d) Notify the Wayne RESA Public School Academy Manager of both the application period and the date of the random selection drawing, if needed. The Wayne RESA Public School Academy Manager may have a representative on-site to monitor the random selection drawing process.
- (2) The Academy shall use a credible, neutral "third party" such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:
 - (a) Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
 - (b) Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.
- (3) The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

WASHINGTON-PARKS ACADEMY

11685 Appleton
Redford, MI 48239

Resolution of Washington-Parks Board of Directors

Open Enrollment Legal/Public Notice

Washington-Parks Academy, a TUITION-FREE Public School Academy serving students and their families with an academic program for K – 8th grades, announces the 2009-2010 enrollment period. Students and their families may enroll August 7th through 23rd between the hours of 9am and 3pm at 11685 Appleton, Redford, MI 48239. In addition, interested students and their families may contact the Academy by calling (313)

592-6061 or during the evening or weekend on:

Tuesday, August 11th ~ 5:00 p.m. - 6:00 p.m.

Saturday, August 15th ~ 12 p.m. - 2 p.m.

Thursday, August 20th ~ 5:00 p.m. - 6:00 p.m.

Saturday, August 22nd ~ 12 p.m. - 2 p.m.

The Academy staff will share the benefits of a Washington-Parks Academy education and answer questions.

Washington-Parks is a Public School Academy authorized according to the Michigan Revised School Code. The Academy has an open enrollment policy and does not discriminate on the basis of intellectual or physical abilities, achievement or aptitude, religion, race or gender.

Random Selection Drawing

In the event student enrollment applications exceed available space, a random selection drawing will be administered Wednesday, August 26th from 2 – 4pm at the Academy.

The random selection drawing, in accordance with the Michigan Revised School Code and the chartering contract provisions with the authorizer, will be conducted under the direction of a third party administrator not affiliated with the Academy.

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Academy Board of Directors at a properly noticed open meeting held on the 3rd day of August, 2009, at which a quorum was present.

By: 
Board Secretary

SCHEDULE 11

SCHOOL CALENDAR

2009 - 2010 PSA SCHOOL CALENDAR

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
AUGUST						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	New Teacher Orientation & Teachers Back to School	17	18	19	20	21
23	Teachers In School	24	25	26	27	28
30	31					
SEPTEMBER						
		1	2	3	No School Labor Day Weekend	4
6	Labor Day	7	Parent Orientation	8	School starts for all students	9
10		11		12		13
13	14	15	16	17	18	19
20	21	Partner Morning	22	23	24	25
27	28	29	Walk-a-thon	30		
OCTOBER						
				Retreat	1	Retreat
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
	Prof. Dev.					
25	26	27	28	29	30	31
NOVEMBER						
1	MAPSA	2	MAPSA	3	4	5
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	No School Thanksgiving Break	25	Thanksgiving	26
					No School	27
29	30				Thanksgiving Break	
DECEMBER						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	Winter Holiday Break	21	Winter Holiday Break	22	Winter Holiday Break	23
					24	Winter Holiday Break
27	Winter	28	Winter	29	Winter	30
					31	

	Holiday	Holiday	Holiday Break	Holiday		
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2010

JANUARY

					New Year's 1 Day	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	M.L. King 18 Day	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

	1	2	3	4	5	6
7	8	8	10	11	Midwinter 12 Break	13
14	Midwinter 15 Break	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

	1	2	3	4	5	6
7	8	9	10	11	Prof. Dev. 12 Day	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

				1	Spring 2 Break	3
4	Spring 5 Break	6	Spring 7 Break	8	Spring 9 Break	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	Memorial 31 Day					

JUNE

		1	2	3	4	5
--	--	---	---	---	---	---

6	7	8	9	10	11	12
13	14	15	16	17	18 Teacher Planning Day	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
				1	2	3
4	Indepen- dence Day Holiday	5	6	7	8	9 Last Day of School
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

As the calendar depicts, new teachers will report to school for training on August 17. Veteran teachers will join for pre-service later in the week. Students will report for the first day of school on September 8 (for the first year only as the school year will start prior to labor day in 2010 and beyond) and the last day for students is July 9. A total of seven school-wide professional development days are scheduled. In addition, teachers will be allowed to use up to four personal planning days. These days can be used for professional development at conferences, for observations of teachers at other schools, or for educational research. Teachers must submit documentation of their planning day schedules and summarize outcomes.

Three Pillars is aware that the public school academy will need to apply for a waiver from the Superintendent of Public Instruction to start school prior to Labor Day. Three Pillars, through its legal counsel, will work with representatives of the Michigan Department of Education to facilitate the waiver process.

Daily Schedules

All students in grades K – 8 will begin school at 8:00 am and end school at 3:15 pm. After several years, if the middle school population grows, its daily schedule may change. During the school day, students will have varying schedules of core academics with specials throughout the day.

Typical Primary Class Schedule

Day/Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-8:10	Bellwork/ Handwriting	Bellwork/ Handwriting	Bellwork/ Handwriting	Bellwork/ Handwriting	Bellwork/ Handwriting
8:10-8:40	Character Education	Character Education	Character Education	Character Education	Character Education
8:42-9:22	Mathematics	Mathematics	Mathematics	Mathematics	Mathematics
9:24-10:04	Reading	Reading	Reading	Reading	Reading
10:06-10:46	Language/ Spelling/ Vocab	Language/ Spelling/ Vocab	Language/ Spelling/ Vocab	Language/ Spelling/ Vocab	Language/ Spelling/ Vocab
10:48-11:28	Physical Education	Art	Process Writing	Physical Education	Science
11:30-12:00	Lunch	Lunch	Lunch	Lunch	Lunch
12:00-12:20	Recess	Recess	Recess	Recess	Recess
12:30-1:10	Science	Science	Science	Science	Science LAB
1:12-1:52	Social Studies	Social Studies	Social Studies	Social Studies	Social Studies
1:54-2:34	Spanish	PLATO Lab	Computer	PLATO Lab	Spanish
2:36-3:06	Math	Math	Math	Math	Math
3:06-3:15	D.E.A.R	D.E.A.R	D.E.A.R	D.E.A.R	D.E.A.R

Character Education—150 min.

Math—350 min. + 80 min.—PLATO Lab=430 min.

English/Lang. Arts—490 min.

Science—200 min.

Soc. St.—240 min.

Phys. Ed.—80 min.

Art—40 min.

Spanish—80 min.

Computer—40 min.

3rd Aug 2009
Peter [Signature]

SCHEDULE 12

MASTER CALENDAR OF REPORTING REQUIREMENTS

**Public School Academy
Master Calendar of Reporting Requirements
July 1, 2009 – June 30, 2010**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2009-2010 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2009-2010.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2009-2010.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2008-2009, if applicable.	CSO
July 27	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2008-2009 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 3	Annual Organizational Meeting Minutes for 2009-2010.	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2009-2010.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2009-2010.	CSO
August 3	Board Designated Legal Counsel for 2009-2010.	CSO
August 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2009-2010.	CSO
August 31	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2009-2010.	CSO
September 4	Board approved Student Handbook 2009-2010.	CSO
September 4	Board approved Employee Handbook 2009-2010.	CSO
September 4	Copy of School Improvement Plan covering 2009-2010 academic year.	CSO
October 1	Completed PSA and ESP/MC Insurance Questionnaires. Required forms available at www.gvsucso.org .	CSO
October 1	Annual Nonprofit Corporation Information Update for 2009. CSO will confirm filing via DLEG website.	CSO
October 15	Audited Financial Statements for fiscal year ending June 30, 2009. *Due to MDE by November 15.	CSO
October 15	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2009, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 15	Annual A-133 Single Audit for year ending June 30, 2009 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 15	DS-4898 PSA Preliminary Pupil Membership Count for September 2009 Enrollment and Attendance (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 15	Annual Education Report for the 2008-2009 academic year to be submitted and presented at a public meeting.	CSO
October 30	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 1	Academy's Technology Plan covering 2009-2010 or annual updates thereto.	CSO
January 8	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2009-10 signed by a representative of the Academy.	CSO
January 29	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 29	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsucso.org .	CSO
April 19	DS-4168-B District Report of Planned Number of Days and Clock Hours of Pupil Instruction for 2009-2010 (See MDE website www.michigan.gov/mde for MDE due date).	CSO
April 30	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2010-2011.	CSO
June 1	Certificate of Boiler Inspection covering years 2009-2010.	CSO
June 30	Board Approved Amended Budget for 2009-2010 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 30	2009-2010 Log of emergency drills, including date, time and results. Sample form available at www.gvsucso.org .	CSO
June 30	Board adopted Letter of Engagement for year ending June 30, 2010 independent financial audit.	CSO
June 30	Food service license expiring 04/30/2011.	CSO
June 30	Teacher Individual Mentoring Activity Records and Teacher Individual Professional Development Plan (TE-2900) for 2009-2010.	CSO

Ongoing Reporting Requirements
July 1, 2009 – June 30, 2010

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2009-2010 to be available on school website per the State School Aid Act as amended.	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

**Original/Subsequent Board Policy Reporting Requirements
July 1, 2009 – June 30, 2010**

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

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) -- original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). MCL 380.1267, MCL 380.1274	CSO
Administration of Medications Policy (date of approval). MCL 380.1178	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). MCL 380.1306	CSO
Assault by Pupil Policy (date of approval). MCL 380.1311	CSO
Relations with Parents Policy (date of approval). MCL 380.10, MCL 380.1137	CSO
Board Member Expense Policy (date of approval). MCL 380.1254	CSO
Equal Access for Non-Academy Sponsored Student Clubs and Activities Policy (date of approval). MCL 380.1299	CSO
Pocket Pager/Cell Phone Policy (date of approval). MCL 380.1303	CSO

Teacher Suspension of Students Policy (date of approval). MCL 380.1309	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Public Act 154 of 1974	CSO
Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval) MCL 380.1146, 380.1704, 37.1101 et seq., 37.2402, 37.1402 Fourteenth Amendment, US Constitution 20 USC, Sec 1681, Title IX of Education Amendments Act 20 USC, Sec 1701 et seq., Equal Educational Opportunity Act of 1974., 29 USC Sec 794, Rehabilitation Act of 1973 42 USC Sec 2000d et seq., Civil Rights Act of 1964 42 USC 12101 et seq., The Americans with Disabilities Act of 1990.	CSO
Academy Deposit Policy (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). MCL 380.1294	CSO
Wellness Policy (date of approval). 42 USC 1751, Sec 204	CSO
Corporal Punishment Policy (date of approval). Required: a) implemented within student code of conduct, and b) list of alternatives MCL 380.1312	CSO

**Calendar of Additional Reporting Requirements and Critical Dates
July 1, 2009 – June 30, 2010**

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
September 23	Student Count Day for State Aid F.T.E.	No submission required.
September 30	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October 1	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October 1	Certification of Constitutionally Protected Prayer	MDE
October 7	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November 1	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 15	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 31	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
Feb 10	Supplemental Student Count for State Aid F.T.E.	No submission required.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

AMENDMENT NO. 1

to the
August 20, 2009
Terms and Conditions of Contract

Issued To

WASHINGTON-PARKS ACADEMY
(A PUBLIC SCHOOL ACADEMY)

By

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

AMENDMENT TO CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY

BETWEEN

WASHINGTON-PARKS ACADEMY
(A PUBLIC SCHOOL ACADEMY)

AND

GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

In accordance with Section 9.1 of the Terms and Conditions of the Contract ("Contract") dated August 20, 2009, issued by the GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES ("University Board") to WASHINGTON-PARKS ACADEMY ("Academy"), the parties agree to the following:

1. The following Contract Schedules are amended:
 - a. Amend Schedule 3, Bylaws, by replacing page 10 contained therein with the materials attached as Tab A.
 - b. Amend Schedule 9, Lease or Deed for Proposed Single Site/Occupancy and Safety Certificates, by replacing the materials contained therein with the materials attached as Tab B.
 - c. Amend Schedule 10, Academy's Admission Policies and Criteria, by replacing the materials contained therein with the materials attached as Tab C.

The undersigned have read, understand and agree to comply with and be bound by the terms of and the conditions set forth in this Amendment to the Contract, and shall have an effective date of May 12, 2010.

WASHINGTON-PARKS ACADEMY

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 

James A. Ryder

By: 

Timothy H. Wood, Ph.D.

Its: Board President

Its: Authorized Designee

Dated: 5-12-10

Dated: 5-3-10

TAB A

Washington-Parks Academy

CONTRACT SCHEDULE 3

BYLAWS

Adopted August 3rd, 2009 at the Annual Organizational Meeting

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BYLAWS
OF
WASHINGTON-PARKS ACADEMY

ARTICLE I

Washington-Parks Academy

This organization shall be called Washington-Parks Academy (the "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

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

Section 2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and the registered address of the Academy must be reported to the Michigan Department of Energy, Labor and Economic Growth, Bureau of Commercial Services.

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

Section 3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

Section 4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

Section 5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

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

Section 6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

Section 7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

Section 8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

Section 9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

Section 10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

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

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

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

Section 12. Compensation. A Director of the Academy shall serve as a volunteer Director. By resolution of the Academy Board, Directors may be reimbursed for their reasonable expenses, if any, directly related to their attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V

MEETINGS

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

required by the Open Meetings Act.

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed from the position of officer or agent 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 officer position shall be filled in accordance with Article VII, Section 2 and/or Article IV, Section 2, as appropriate.

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

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

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

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (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 Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

contract entered into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

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

ARTICLE XI

SEAL

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

ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal have been given in accordance with the notice requirements for special meetings. Upon approval, the Academy Board shall forward the amendment to the University Charter Schools Office. The

amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 3rd day of August, 2009.



Secretary

TAB B

CERTIFICATE OF USE AND OCCUPANCY

Permanent

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

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

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

Conditions:

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



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

September 3, 2009

LEASE

(11685 Appleton, Redford Township, Michigan)

THIS LEASE is made and entered into as of July 1, 2009 (the "Effective Date"), by and between **The New Common School Foundation**, a Michigan non profit corporation (the "Landlord"), and **Board of Directors of Washington-Parks Academy**, a public school academy organized and operating under Part 6A of the Michigan Revised School Code (the "Tenant").

RECITALS

A. The Landlord owns or otherwise has the right to occupy and lease the premises described herein. The Landlord has agreed to lease the same to the Tenant, and the Tenant has agreed to lease the same from the Landlord.

B. The parties desire to reduce their agreement to writing, on the terms herein provided.

NOW, THEREFORE, in consideration of the foregoing recitals, in consideration of the mutual covenants herein, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Demised Premises.

a. The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, a portion of the premises described on the attached **Exhibit A** (referred to herein as the "premises" or the "Property"). The building on the Property is known as the Building. All improvements in the portion of the Building leased by the Tenant and personal property in the portion of the Building leased by the Tenant are leased to the Tenant hereunder. Tenant understands and agrees that a portion of the Building not leased to Tenant hereunder has been leased to The Cornerstone School, a Michigan non-profit corporation (the "Covenant Lease"), and that, notwithstanding this Lease, the Covenant Lease grants the tenant thereunder the ongoing right to use certain portions of the premises hereunder (as more particularly described in the attached **Exhibit B**, the "Shared Space").

b. In addition, Landlord shall lease to Tenant all of the personal property described on **Exhibit C** attached hereto and made a part hereof (the "Personal Property").

2. Term and Rent.

a. The term of this Lease shall be for three (3) years, commencing on the Effective Date and expiring on June 30, 2012.

b. From the Effective Date until June 30, 2012, the Tenant shall yield and pay unto the Landlord as "**Annual Base Rent**" for the premises as follows:

For the Effective Date beginning August 1, 2009, to pay the Lessor, as rental for the leased premises, without demand, offset or deduction, equal monthly payments due on the first day of each and every month, in advance, a monthly rental payment in an amount equal to 1/12th of nine percent 9% of the per pupil enrollment/state student aid grant amount (based on the State Board of Education counts whenever they may be taken). Lessee shall provide, or cause to be provided, copies of the forms submitted to the State of Michigan regarding the student count within three (3) days after such information is submitted to the State of Michigan. The principal will apprise the Landlord regarding actual student enrollment twice yearly; the fall count in September and the winter count in February. Based on the results of these student counts, the monthly rental shall be increased or decreased retroactively to the beginning of the month of the current student count date. In no event shall the monthly rental payment be less than an amount based on an enrollment of TBD students at 1/12th of 9% of the current state grant amount. The enrollment of students will be set on the "Count Date" as recognized by the State of Michigan for purposes of financial aid.

(c) Regarding the Personal Property, Tenant will pay Landlord a monthly rental fee of One Thousand Five Hundred Dollars (\$1,500) which shall be paid as of Annual Base Rent. Tenant will have the option at any time during the Term to purchase the Personal Property from Landlord in an amount equal to the fair market value of the Personal Property as determined by an appraisal to be obtained by the Landlord. The One Thousand Five Hundred Dollars (\$1,500) monthly payments shall be credited against the purchase price at the time of acquisition of the personal property. The parties agree that the Landlord shall determine the fair market value of the Personal Property through an appraisal conducted by an third party appraisal firm acceptable to both parties and this fair market value will be the purchase price of the Personal Property. This appraisal shall be completed on or before a reasonable time as agreed upon by the parties. If either party disagrees with appraised value, they will have the right to hire an appraisal and complete an appraisal within thirty (30) days of the original appraisal. If the value of the Personal Property is within 10% of the original appraisal, then the average value of the two appraisals will be used. If the difference is more than 10%, then the two appraisers will hire a third appraiser and the third appraiser will conclusive determine the appraised value of the Personal Property. The amount paid for personal property may be adjusted on an annual basis as of August 1 of each year.

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

3. **Automatic Renewal; Rental Adjustments; Changes in Demised Premises.**

Subject to notification by one party to this Lease to the other party of such first party's desire to terminate this Lease at the end of the then current lease term, this Lease shall be automatically renewed for additional terms of one (1) year each upon the same terms and conditions. Notification of termination of this Lease shall be in writing and must be received by the other party prior to the thirtieth (30th) day preceding the expiration of the then current lease term.

4. **Triple Net Lease.** This Lease is intended to be a "triple net" lease, in accordance with the following:

(a) Landlord shall not be required to provide any services or do any act in connection with the Property.

(b) Tenant shall pay all expenses of any nature whatsoever during the term of this Lease which are connected with the premises, and shall maintain the premises in all respects. Tenant's responsibilities shall include but not be limited to the following: payment of all fire, hazard and liability insurance; maintenance and repair of all the interior and exterior of all improvements upon the Property, **including the foundation, roof and exterior walls**; maintenance of all grounds; repair of all utility systems including the electrical, sprinkler, plumbing, and H.V.A.C. systems; maintenance of all driveways, walkways and parking areas; providing lawn care and maintenance; and removing debris, snow and ice from the premises to the extent required for Tenant's business operations and for general safety and welfare of persons on the premises. Notwithstanding the foregoing, as Tenant is leasing TBD% of the Property and sharing TBD% with the Cornerstone School (the "Shared Space"), Tenant's percentage share of the common area expenses shall be TBD% ("Tenant's Percentage"), which is all of the space that Tenant is leasing and fifty percent of the Shared Space. The TBD amount shall be reasonable agreed upon by the parties by the end of September for each school year. Also, if any of the systems set forth above need to be replaced, then the parties agree to work in good faith as to allocating the cost of such replacement.

(c) As noted above, Tenant acknowledges that this Lease is subject to the rights of the tenant under the Covenant Lease as regards the Shared Space, which space is intended for common use by the Tenant hereunder and the tenant under the Covenant Lease on the terms and conditions of a Use Agreement to be executed by the Landlord, Tenant and The Cornerstone School as of the date hereof (the "Covenant Agreement"). Tenant hereby warrants to Landlord that it will not intentionally interfere with the rights of said tenant in and to the Shared Space pursuant to the Covenant Lease, as such rights exist as of the date hereof (Landlord shall provide Tenant a copy of the fully executed Covenant Lease upon execution of this Lease). Further, Landlord agrees that it shall not consent to or permit any modification of the Covenant Lease or the Covenant Agreement that would result in the expansion of the rights of The Cornerstone School to use the Property without Tenant's prior written consent. Tenant agrees to indemnify, protect and hold Landlord harmless as a result of any claims brought against Landlord arising out of Tenant's breach of the foregoing representation.

(d) Landlord and Tenant agree to work with the Cornerstone School to establish rules governing the use of the Shared Space and the payment of utilities for the Shared Space (the "Shared Space Agreement"). In addition, the Shared Space Agreement will take into account sharing any personal property (such as cafeteria tables, library tables, books, gym equipment) that is being leased to the Tenant and that is owned by the Cornerstone School.

5. **Personal Property Taxes.** Tenant shall be responsible for and pay before delinquency all municipal, county, state or federal taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or used by or placed in, upon or about the premises by Tenant.

6. **Late Charges.** If any rent due hereunder is not paid on the due date, then interest shall accrue at a rate of 1.5% per month as of the due date, in addition to any other fees or charges that Landlord accrues in collecting this late rent.

7. **Assignment and Subletting.** Tenant shall not assign this Lease or any interest in this Lease and/or sublet the premises or any part thereof without Landlord's prior written consent. Assignment of this Lease and subletting of the premises shall be further subject to the terms of this Paragraph as set forth below:

(a) In order for Landlord to consider a proposed assignment or sublease, the following conditions must be satisfied: (i) at the time of any such proposed assignment or sublease, Tenant shall not be in default under any of the terms, provisions or conditions of this Lease; (ii) the assignee or sublessee shall only occupy the premises and conduct business in accordance with the use expressly permitted herein; and (iii) Tenant and its assignee or sublessee shall execute, acknowledge and deliver to Landlord a fully executed counterpart of a written assignment of lease or sublease as the case may be, duly consented to by Tenant's guarantor, if any.

(b) In case of an assignment, Tenant shall assign to such assignee Tenant's entire interest in this Lease, together with all prepaid rents hereunder, and the assignee shall accept said assignment and assume and agree to perform, directly for the benefit of the Landlord, all of the terms, covenants and conditions of this Lease on the Tenant's part to be performed hereunder. However, notwithstanding any term or provision of this Lease to the contrary, in no event shall any assignment of the Lease include an assignment of any option set forth herein for Tenant to renew this Lease, unless Landlord in Landlord's sole discretion expressly consents to assignment of the option to renew.

(c) In case of subletting, the sublease shall in all respects be subject and subordinate to all of the terms and covenants and conditions of this Lease, and the sublessee thereunder shall agree to be bound by and to perform all of the terms, covenants and conditions of this Lease on the Tenant's part to be performed hereunder, except the payment of rent, additional rents and other charges reserved hereunder, which Tenant shall continue to pay to Landlord. However, notwithstanding any term or provision of this Lease to the

contrary, in no event shall the term of any sublease extend into any renewal period arising under any option set forth herein for Tenant to renew this Lease, unless Landlord in Landlord's sole discretion expressly consents to such term of the sublease.

(d) Notwithstanding any such assignment or subletting or the consent of Landlord under the terms of this Paragraph, both Tenant and its guarantor, if any, shall not be released or discharged from any liability whatsoever under this Lease and will continue liable hereon with the same force and effect as though no assignment or sublease has been made. Furthermore, no assignment or subletting shall be deemed a waiver of the further application of this Paragraph (regarding subsequent assignments or subletting).

(e) Other than an assignment or subletting to which Landlord consents in accordance with this Paragraph, Tenant shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber this Lease or any interest of Tenant herein, in whole or in part, nor sublet the whole or any part of the Premises or permit the premises or any part thereof to be used or occupied by others. Any attempt to encumber or assign this Lease or sublet the premises not in compliance with the provisions of this Paragraph shall be void and of no force and effect.

(f) If Tenant is a partnership, limited partnership, corporation, limited liability company or other joint venture or association, then any one or more of the following shall be considered an assignment of Tenant's interest in this Lease: (i) the dissolution, merger, consolidation or other reorganization of Tenant; (ii) the sale of any substantial part of Tenant's assets outside the ordinary course of Tenant's business; (iii) the transfer of the controlling interest in the Tenant or other form of ownership interest of Tenant; or (iv) the merger of Tenant into or with any other entity the result of which Subtenant is not the surviving entity or the reorganization or dissolution of Subtenant, shall be deemed an assignment.

(g) Landlord agrees not to unreasonably withhold its consent to any proposed assignment of this Lease or subletting of the premises, provided that the proposed assignee or sublessee and its guarantor, if any, have creditworthiness and experience in the business which constitutes the permitted use hereunder which are at least as good as that of the Tenant and its guarantor, if any.

8. **Performance.** The Tenant leases the premises for the term provided herein, and covenants to pay, or cause to be paid to the Landlord at the dates and times above mentioned, the base rent above reserved. All rent hereunder shall be paid to Landlord without any claim on the part of Tenant for diminution or abatement. The obligations of Tenant to Landlord shall be, in all respects, and for all purposes, unconditional; and, Tenant shall not be entitled to assert any right of defense or set-off to Tenant's obligations herein, until such time as such right has been reduced to a final judgment in favor of Tenant and chargeable against Landlord, by a court of competent jurisdiction.

9. **Hazard Insurance.** The Landlord shall maintain any and all insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in

the standard extended coverage endorsement and, at Landlord's option, special extended coverage endorsements insuring the premises and the Personal Property in an amount TBD.

10. **Liability Insurance.** The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about the premises from any cause whatsoever. Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of Landlord and Landlord's mortgagee in such amounts and upon such terms (including deductibles and limits of liability) as Landlord may reasonably establish from time to time. As of the date that this Lease is executed, Tenant shall have in place commercial general liability insurance on an occurrence basis against claims for "personal injury", including without limitation bodily injury, death or property damage occurring on, in or about the Premises with an each occurrence limit of \$1,000,000 and a general aggregate \$3,000,000 and with a deductible of not more than \$5,000. Tenant shall maintain such insurance under insurance policies in form and substance acceptable to Landlord; and the insurer shall name Landlord as additional insured and as loss payee under such policies of insurance. Such insurance policies or certificates thereof shall, if Landlord so requests, be deposited with Landlord and Landlord's mortgagee. Tenant shall deliver to Landlord a certified copy of each policy and evidence of payment of all premiums therefor. Furthermore, each such insurance policy obtained by Tenant shall contain a provision stating in substance that such policy and the coverage thereunder shall not be modified, canceled or terminated in any respect for any reason unless and until Landlord and Landlord's mortgagee have been provided with thirty (30) days notice of such modification, cancellation or termination.

11. **Workers Compensation Insurance.** To the extent required by law, Tenant shall secure valid workers compensation insurance covering Tenant's employees, and shall continue such insurance in full force and effect throughout the term hereof. Tenant shall provide satisfactory evidence of such workers compensation insurance to Landlord from time to time upon Landlord's request. Tenant shall not be allowed to modify or change this insurance coverage without Landlord's consent.

12. **Waiver of Subrogation.** Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee, partner or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

13. **Non-Payment of Expenses.** If the Tenant shall default in any payment or expenditure, other than base rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at its option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant five (5) days after presentment, together with interest at a rate of interest which is two percent (200 basis points) in excess of the Prime Rate as announced in The Wall Street Journal as in effect for each month from the date of such payment or expenditure by the Landlord. On

default in such payment, the Landlord shall have the same remedies as on default in payment of base rent. Notwithstanding the foregoing, in no event shall the interest rate hereunder exceed the highest rate permitted under the circumstances pursuant to applicable law.

14. **Location of Payment.** All payments of base rent or other sums to be made to the Landlord at 6861 East Nevada, Detroit, Michigan and may be made at such other place as the Landlord shall designate in writing from time to time.

15. **Bankruptcy and Insolvency.**

(a) Neither this Lease, nor any interest herein nor any estate hereby created shall pass to any trustee or receiver or assignee for the benefit of creditors of Tenant or otherwise by operation of law.

(b) In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if an assignment shall be made of Tenant's property for the benefit of creditors, or if Tenant petitions for or enters into any such arrangement, then and in any such event, Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice in writing of the election of Landlord to so terminate.

(c) Tenant shall not cause or give cause for the institution of legal proceedings seeking to have Tenant adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for Tenant's assets, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy laws, or the appointment of a trustee or receiver of Tenant or its assets, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance for the petition, or the appointment of a trustee or receiver is vacated within thirty (30) days after such allowance or appointment. Any act described in this Subparagraph (c) shall be deemed a material breach of Tenant's obligations hereunder, and upon such breach by Tenant, Landlord may, at its option, and in addition to any other remedy available to Landlord, terminate this Lease and all of the rights of Tenant hereunder by giving to Tenant notice in writing of the election of Landlord to so terminate.

16. **Right to Mortgage; Attornment.**

(a) Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage now or hereafter placed upon Landlord's interest in the premises, and to any and all advances to be made thereunder, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder. Tenant agrees that any mortgagee may elect to have this Lease a prior lien to its mortgage

whether this Lease is dated prior or subsequent thereto. Tenant further covenants and agrees to execute and deliver upon demand such further instrument or instruments as shall be required by Landlord or any mortgagee to carry out the intent of this Paragraph.

(b) In the event any proceedings are brought for the foreclosure of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the premises, Tenant hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner, whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease.

(c) If Landlord shall fail to pay within ten (10) days after due, any installment of principal or interest on any mortgage which is paramount to this Lease or which has been guaranteed by Tenant, or any installment of taxes or assessments affecting the leased premises, or shall fail promptly to remove any other lien or charge which could jeopardize the Tenant's right to possession as granted herein, then Tenant may make such payment or effect such removal. Any such payment or removal shall entitle Tenant to be subrogated to the lien or charge of the item so paid in addition to the rights given the Tenant under this Paragraph. If Tenant shall make any payment or advance or incur any expense for the account of Landlord, pursuant to this Paragraph or any other provision of this Lease, then Tenant shall be entitled to reimbursement therefor from Landlord. Tenant may apply such claim against any subsequent installment of rent or other charges due from Tenant hereunder; and, if Tenant is not reimbursed at the expiration of the term granted herein or any renewal or extension thereof, then Tenant may remain in possession of the leased premises until completely reimbursed through an offset against the rents and other charges falling due during such continued possession.

17. **Estoppel Certificates.** At any time and from time to time upon ten (10) days prior request by Landlord, Tenant will promptly execute, acknowledge and deliver to Landlord, a certificate indicating (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, stating the date and nature of each modification), (ii) the date, if any, to which rental and other sums payable hereunder have been paid, (iii) that no defaults exist except as specified in such certificate, and (iv) such other matters as may be reasonably requested by Landlord or Landlord's mortgagee.

18. **Permitted Use of Property.** During the continuance of this Lease, the premises shall be used and occupied **for the operation of a school and related operations, and for any other activity conducted by the Tenant at the premises prior to the date hereof.** Tenant shall use the premises for no other purpose or purposes without the prior written reasonable consent of the Landlord. On any breach of this Paragraph, the Landlord may at its option terminate this Lease forthwith and re-enter and repossess the premises, or exercise any other right or remedy provided herein.

19. **Quiet Enjoyment.** Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed and subject to the terms of the Covenant Agreement, Tenant shall peaceably and quietly hold and enjoy the premises for the term provided herein, without hindrance or interruption by Landlord, or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms of this Lease.

20. **Adjoining Property.** Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying property adjacent to or connected with the premises, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water or gas.

21. **Destruction of Property.** It is understood and agreed that if the premises be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord, at its option, may or may not repair and restore the Property. If Landlord elects not to restore the Property, the Landlord, in its sole discretion, may terminate the Lease.

22. **Eminent Domain.** If the whole or more than thirty percent (30%) of the premises, or if more than thirty percent (30%) of the parking areas on the premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as to the part so taken, from the date possession of that part shall be required for any public purpose. The rent shall be paid to that day, and from that day Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in the possession of the remainder of the premises under the terms herein provided. However, if Tenant continues in possession, then the base rent shall be reduced in proportion to the amount of the premises taken. For this purpose, base rent shall be deemed allocable 85% to the buildings and structures on the premises (*when applicable*) and 15% to the parking or unimproved areas constituting part of the premises. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises herein leased. However, Landlord shall not be entitled to any portion of the award made to Tenant for loss of business, moving expenses or fixtures and equipment installed in the premises at the expense of Tenant or persons claiming under Tenant. If this Lease shall not be terminated as aforesaid, then Landlord shall, within a reasonable time after such taking, restore what may remain of the premises to a condition similar to the condition existing prior to the taking, subject to a reduction in size. **This paragraph shall be applied separately with respect to each parcel of real estate which is functionally separate from other parcels of real estate constituting part of the premises.**

23. **Maintenance by Tenant.** Tenant shall maintain the Property as set forth in Paragraph 4(b). At the expiration of the term, the Tenant shall yield and deliver up the premises in like condition as when taken, reasonable use and wear thereof.

24. **Alterations by Tenant.** Tenant shall not make or suffer to be made any alterations, additions or improvements to or of the premises or any part thereof, or attach any fixtures or equipment thereto without first obtaining Landlord's consent, which consent shall not be unreasonably withheld by Landlord. All such alterations, additions and improvements shall be performed by contractors and subject to conditions specified by Landlord. In addition, Tenant must obtain Landlord's prior written approval of any contracts or agreements entered into by Tenant regarding alterations, additions or improvements to or of the premises. All alterations, additions and improvements to the premises shall become the property of Landlord upon their installation and/or completion and shall remain on the premises upon the expiration or termination of this Lease without compensation to Tenant, unless Landlord (in Landlord's discretion) elects by written notice to Tenant to have Tenant remove the same. However, Tenant shall have the right to remove any of Tenant's movable trade fixtures and furniture which are not affixed to the premises and which may be readily removed without causing damage to or diminution in the value of the premises. Upon removal of any of the foregoing (at Landlord's election or by Tenant's right as provided above), Tenant shall promptly restore the premises to their condition existing prior to the installation of the items being removed.

25. **Construction Liens.** In the event a construction lien shall be filed against the premises or the Property or Tenant's interest therein as a result of any work undertaken by Tenant, or as a result of any repairs or alterations made by Tenant, or any other act of Tenant, Tenant shall, within ten (10) days after receiving notice of such lien, discharge such lien either by payment of the indebtedness due the lien claimant or by filing a bond (as provided by statute) as security therefor. In the event Tenant shall fail to discharge such lien, Landlord shall have the right to procure such discharge by paying such lien or by filing such bond, in which case Tenant shall pay the amount of such lien or the cost of such bond to Landlord as additional rent upon the first day that rent shall be due thereafter in accordance with Paragraph 13 hereof.

26. **Tenant's Acceptance of Premises.** Tenant acknowledges that no representations as to the condition of the premises or state of repairs thereof have been made by the Landlord, or its agent, which are not herein expressed. Tenant hereby accepts the premises in their present condition, AS IS, at the date of the execution of this Lease.

27. **Nuisance.** Tenant shall not perform any acts or carry on any practice which may injure any buildings or structures on the premises or be a nuisance or menace to neighbors or others. Tenant shall keep the premises under its control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, snow and ice at all times. If Tenant shall not comply with these provisions, then Landlord may enter upon the premises and have rubbish, dirt, and ashes removed and the premises cleaned, in which event Tenant shall pay all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning the premises. Said charges shall be paid to the Landlord by the Tenant as soon as a bill is presented, and the Landlord shall have the same remedy as provided in Paragraph 13 of this Lease in the event of Tenant's failure to pay.

28. **Compliance With Local Laws**. Tenant shall at its own expense, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations or ordinances of all local, municipal, County, State and federal authorities affecting the premises and the cleanliness, safety, occupation and use of same. Notwithstanding the foregoing, the Tenant shall not be liable for any hazardous materials that exist on or about the Property as of the date Tenant first takes possession of the Property or which are introduced or exacerbated by Landlord, The Cornerstone School or any third parties. In addition, Tenant will have no obligation as a result of the Covenant Lease or Covenant Agreement to make any physical alterations to the Property.

29. **Notice of Rental**. Tenant agrees that for a period commencing sixty (60) days prior to the termination of this Lease, Landlord may show the premises to prospective tenants, and may display in and about the premises and in the windows thereof the usual and ordinary "TO RENT" signs.

30. **Holding Over**. In the event of Tenant holding over after the termination of this Lease, the tenancy shall be from month to month in the absence of a written agreement to the contrary. The base rent amount during any such period of holding over shall be **one hundred ten percent (110%)** of the base rent amount otherwise applicable hereunder.

31. **Utilities**. The parties acknowledge that Tenant shall pay Tenant's Percentage of all charges made against the premises for all utilities including, without limitation, gas, water, heat and electricity during the continuance of this Lease as the same shall become due. These payments will be made pursuant to the Shared Space Agreement.

32. **Signs**. All signs and advertising displayed in and about the premises shall be such only as to advertise the business carried on upon the premises. No awning shall be installed or used on the exterior of the building unless approved in writing by the Landlord.

33. **Landlord's Right of Inspection**. Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary, the Landlord may demand that the Tenant make the same, and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs. The Landlord shall not be responsible to the Tenant for any loss or damage that may accrue to its stock or business by reason of such repairs. If the Landlord makes or causes to be made such repairs, the Tenant shall forthwith on demand pay to the Landlord the cost thereof with interest at the rate provided in Paragraph 13 hereof, and if Tenant shall default in such payment the Landlord shall have the remedies provided in Paragraph 13 hereof.

34. **Default by Tenant**.

(a) Tenant shall be in **material default** of this Lease under circumstances including but not limited to any one or more of the following:

(1) The failure of Tenant to pay any base rent or other sums due hereunder within ten (10) days after the same shall be due;

(2) The failure of Tenant to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been furnished to Tenant;

(3) Tenant becoming bankrupt or insolvent, or filing any debtor proceedings, or taking or have taken against Tenant in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or Tenant making an assignment for the benefit of creditors, or Tenant suffering this Lease to be taken under any writ of execution, or Tenant petitioning for or entering into any similar arrangement; or

(4) The abandonment of the premises by Tenant (as used herein, the term "abandonment" shall not include the cessation of operations by Tenant at the Property, provided that Tenant continues to perform its obligations hereunder).

(b) If Tenant is in material default of this Lease, then Landlord, its attorneys, successors and assigns, in addition to any other rights or remedies they may have hereunder or at law shall have the right to declare this Lease terminated and the term ended, and/or shall have the immediate right of re-entry and may remove all persons and property from the premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespassing or becoming liable for any loss or damage which may be occasioned thereby.

(c) Should Landlord elect to re-enter the premises as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may either terminate this Lease or Landlord may from time to time without terminating this Lease, make such alterations and repairs as Landlord, in Landlord's sole discretion, determines is necessary in order to relet the premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals, as Landlord in Landlord's sole discretion may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of reasonable costs and expenses of such reletting including brokerage and attorneys' fees, and the cost of any such alterations and repairs; third, to the payment of rent due and unpaid hereunder. The residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. No such re-entry or taking possession of the premises, or any part thereof, by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without

termination, Landlord may at any time thereafter elect to terminate this Lease. In addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the premises, reasonable attorneys' fees incidental thereto, and any and all other damages incurred by Landlord as a result thereof.

35. **Remedies Cumulative.** Each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

36. **Security Deposit.** No security deposit shall be required from Tenant under this Lease.

37. **Waiver of Breach.** A waiver by any party of a breach of any provision of this Lease by any other party shall not operate or be construed (a) as continuing, or (b) as a bar to, or a waiver or release of, any subsequent right, remedy, or recourse as to a subsequent event, or (c) as a waiver of any subsequent breach by that other party.

38. **Notices.** All notices, statements or other communications which are required or contemplated by this Lease shall be in writing (unless otherwise expressly provided herein) and shall be either personally served at or mailed to the last known mailing address of the person entitled thereto. In addition, a copy of each such notice, statement or communication intended for a party shall be furnished to such single additional addressee for that party as may be specified herein or specified in a like notice. All such notices, statements and other communications (or copies thereof) shall be deemed furnished to the person entitled thereto (a) on the date of service, if personally served at the last known mailing address of such person, or (b) on the date on which mailed, if mailed to such person in accordance with the terms of this Section. For purposes hereof, an item shall be considered mailed if the sender can establish that it was sent by means including, but not limited to, the following: (i) by United States Postal Service, postage prepaid; (ii) by air courier service (Federal Express or the like); or (iii) by telefax or other means of electronic communication.

39. **Successors and Assigns.** This Lease shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, administrators, executors, personal representatives, successor trustees, successors and assigns, subject, however, to the restrictions set forth herein regarding assignments and subletting by Tenant.

40. **Severability.** Should any covenant, condition, term or provision of this Lease be deemed to be illegal, or if the application thereof to any person or in any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each covenant, condition, term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

41. **Course of Conduct.** No course of conduct between the parties hereto, nor any delay in exercising any rights or remedies hereunder or under any communication, report, notice or other document or instrument referred to herein, shall operate as a waiver of any of the rights or remedies of the parties hereto.

42. **Entire Agreement.** This Lease contains all the covenants, promises, agreements, conditions, representations and understandings between the parties hereto, and supersedes any prior agreements between the parties hereto, with respect to the subject matter hereof. There are no covenants, promises, agreements, conditions, representations or understandings, either oral or written, between the parties hereto, other than those set forth herein or provided for herein, with respect to the subject matter hereof.

43. **Amendment.** This Lease shall not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

44. **Governing Law.** This Lease shall be governed by and interpreted under the laws of the State of Michigan, irrespective of where this Lease is made.

45. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

46. **Gender and Number.** As the context of any provision may require, nouns and pronouns of any gender and number shall be construed in any other gender and number.

47. **Captions.** Captions used herein are inserted for reference purposes only and shall not affect the interpretation or construction of this Lease.

48. **Incorporation by Reference.** All schedules, exhibits and other attachments which are affixed to and referred to in this Lease are incorporated herein and made a part hereof by this reference.

49. **Brokerage.** The parties hereto represent to each other that neither is liable to any third party for any fee or commission by way of brokerage with respect to the execution and delivery or the performance of this Lease.

50. **Authority.** Each individual executing this Lease on behalf of an entity represents and warrants that he or she has obtained the legal authorization necessary to sign this Lease on behalf of such entity.

51. **Construction.** Each party has participated fully in the negotiation and preparation of this Lease with full benefit or availability of counsel. Accordingly, this Lease shall not be more strictly construed against either party.

52. **Payment of Legal Fees in the Event of Litigation.** In the event of any litigation between the parties concerning the subject of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees. For this purpose, reasonable attorneys' fees shall be deemed to include court costs, including those for appellate proceedings, and fees for paralegals, legal assistants, accountants, and similar persons.

53. **Special Provisions Regarding Charter School Requirements.** The parties hereby agree as follows

(a) The Tenant is a body corporate and governmental entity authorized by the Revised School Code. The Tenant is organized and operates as a public school academy and a nonprofit corporation. The Academy is not part of Grand Valley State University for W-P Academy. The relationship between the Tenant and the GVSU Board of Trustees is based solely on the applicable provisions of the Revised School Code and the terms of the Charter Contract and other agreements between the GVSU Board of Trustees and the Tenant. The Tenant has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, the Grand Valley State University Board of Trustees, or GVSU, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties that the State of Michigan, the GVSU Board of Trustees or GVSU in any way guarantee, are financially obligated, or are in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by the Tenant.

(b) The Lease agreement is subject to the terms and conditions of the Charter Contract between the Tenant and its authorizing body only when there is a conflict between the terms of this Lease and such Charter Contract. A copy of this Charter Contract has been provided to Landlord.

(c) The Lease shall terminate automatically and immediately upon termination or revocation of the Charter Contract between the Tenant and its authorizing body, in the absence of a successor Charter Contract with another authorizing body.

(d) The Landlord shall cooperate with the Tenant as necessary to satisfy the Tenant's obligation to provide reasonable access to the Tenant's authorizing body if the authorizing body's performance of its oversight function under the Charter Contract.

(e) The parties will cooperate as necessary to secure an Occupancy Permit for the Academy to operate as a public school academy in the Premises, and this Lease is conditioned upon the Tenant being able to obtain such an Occupancy Permit.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

LANDLORD:

The New Common School Foundation, a Michigan non profit corporation

By:

W. Clark Durant

W. Clark Durant, President

TENANT:

Board of Directors of Washington-Parks Academy, a public school academy organized and operating under Part 6A of the Michigan Revised School Code

By:

James A. Byler

Its:

Board President

EXHIBIT A TO LEASE

(11685 Appleton, Redford Township, Michigan)

DESCRIPTION OF DEMISED PREMISES

Property located in Redford Township, Wayne County, Michigan and is more accurately described as:

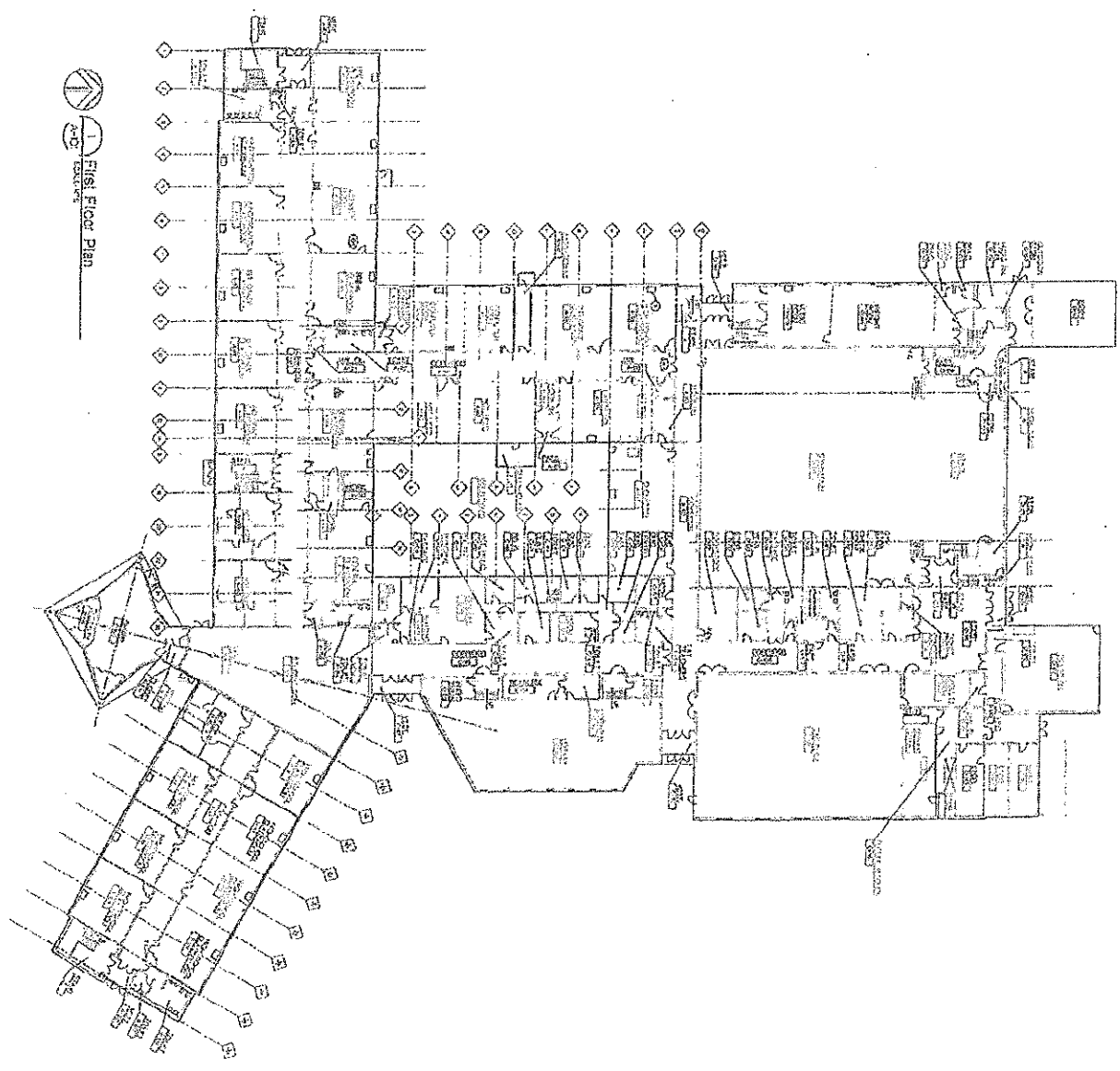
The east 2 of the west 3/4 of the southwest 1/4 of the southwest 1/4 of section 28, town 1 south, range 10 east, Redford Township, Wayne County, except the north 200 feet thereof and except those parts taken for the widening of Plymouth Road and Appleton Avenue and is more particularly described as follows: Commencing at the southwest corner of section 28, thence south 89 degrees 33 minutes 30 seconds east along the south line of section 28, a distance of 954.15 feet; thence north 00 degrees 52 minutes 17 seconds east along the extension of the west line of Appleton a distance of 50 feet to the northwest corner of Plymouth Road and Appleton Avenue and the point of beginning of the parcel of land herein intended to be described; running thence from said point of beginning north 84 degrees 52 minutes 48 seconds west along the north line of Plymouth Road, as widened, a distance of 456.08 feet to a point, said point being 87.20 feet north of the south line of section 28; thence north 00 degrees 56 minutes east along the west line of the east 2 of the west 3/4 of the southwest 1/4 of said section 28, a distance of 1024.64 feet to a point; thence south 89 degrees 30 minutes east along a line which is parallel to and distant 200 feet south of the north line of the southwest 1/4 of the southwest 1/4 of section 28, a distance of 453.72 feet to a point; thence south 00 degrees 52 minutes 17 seconds west along the west line of Appleton as widened to 66 foot, a distance of 1061.37 feet to the point of beginning.

Parcel Identification Number: 179-032-99-0002-000 (tax exempt)
Commonly known as 11685 Appleton, Redford Township, Michigan (the "Property").

EXHIBIT B

Shared Space

2009 - 2010





 1 First Floor Plan

PROJECT ARCHITECT: **ARCHITECTS**
 400 EAST BROADWAY
 NEW YORK, NY 10002

PROJECT MANAGER:
 PROJECT ARCHITECT:
 PROJECT ARCHITECT:

DATE: 08/08/09

THIS DOCUMENT IS THE PROPERTY OF ARCHITECTS AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF ARCHITECTS.

**Cornerstone
 Medicare**

Robb Appleton
 Rochester, Michigan

SHEET NO. 101 OF 101

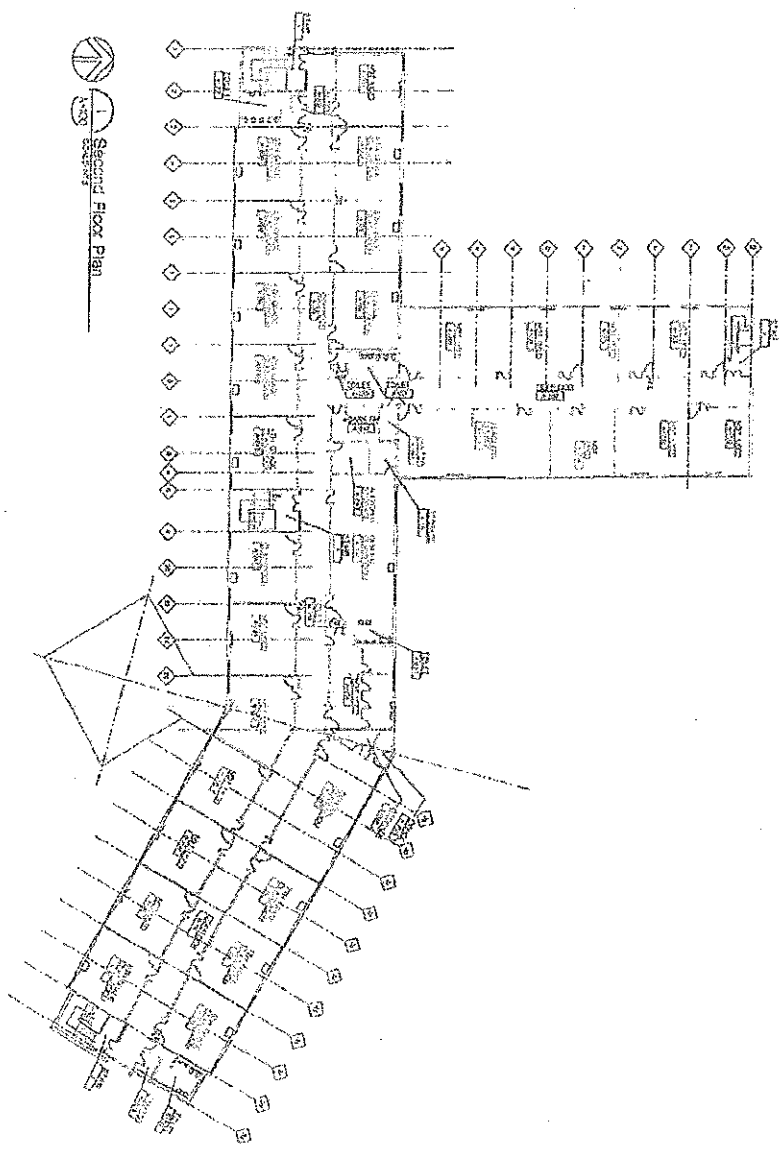
SCALE: AS SHOWN
 DATE: 08/08/09

**First Floor
 Plan**

PROJECT NO:
0902101

ARCHITECT:
A-101

2009 - 2010





 Second Floor Plan

PREPARED BY: ARCHITECTS INC.
 1234567890
 1234567890
 1234567890
 1234567890

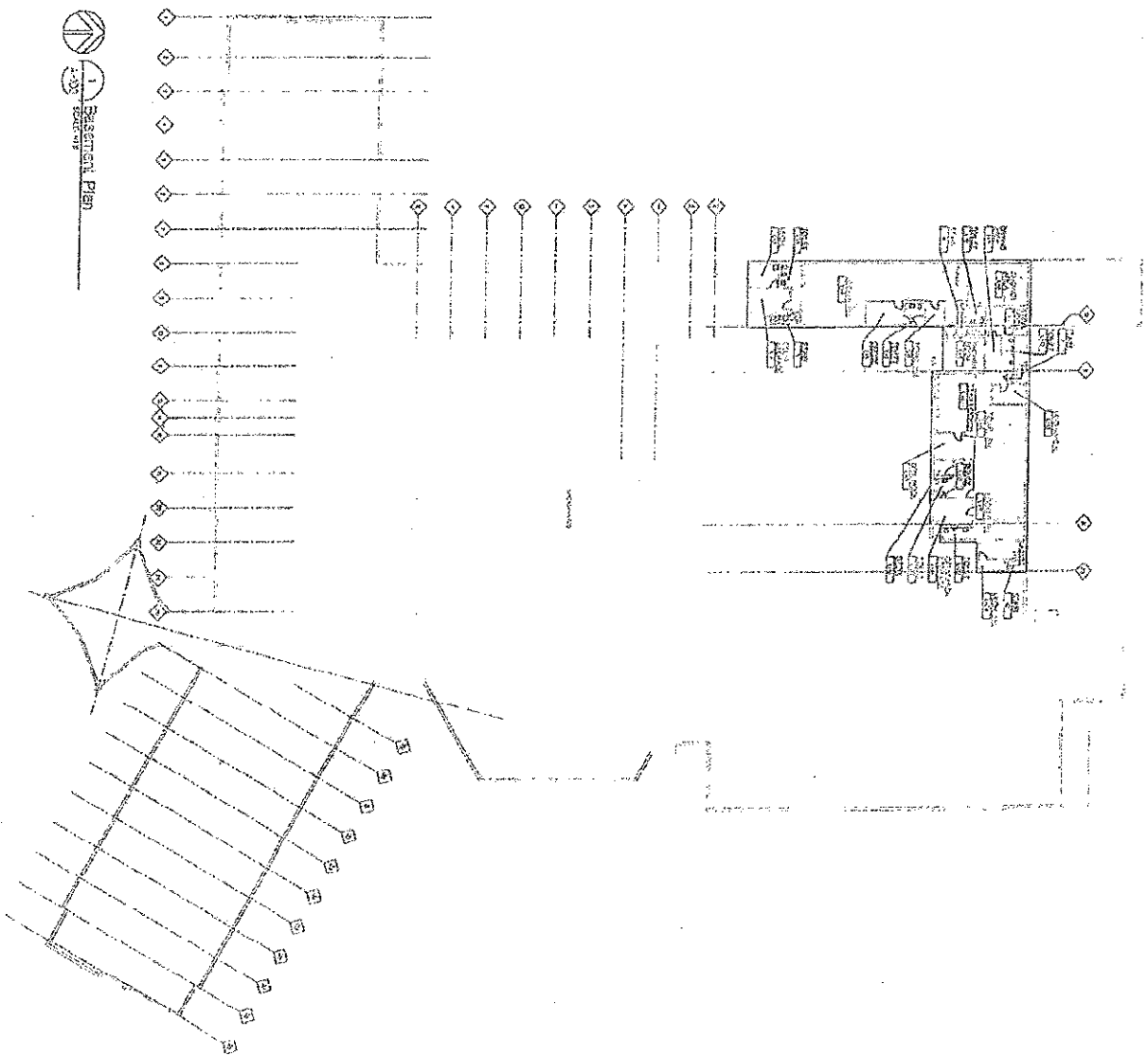
CORNERSTONE
 MEDICAL
 1234567890
 1234567890

DATE: 02/10/10
 1234567890

Second Floor
 Plan

090201
 A-102

2009 - 2010



1
Basement Plan
1/8" = 1'-0"



INTERIOR DESIGN & ARCHITECTURE
ARCHITECTS INC.
1000 UNIVERSITY AVENUE
SUITE 1000
ANN ARBOR, MI 48106
PH: 734.769.1234
WWW.IAARCHITECTS.COM

Project: 01000
Date: 01/10
Scale: 1/8" = 1'-0"
This drawing is a preliminary design and is not to be used for construction without the written consent of the architect. The architect shall not be responsible for any errors or omissions in this drawing. The architect shall not be responsible for any conditions or circumstances that may arise from the use of this drawing. The architect shall not be responsible for any conditions or circumstances that may arise from the use of this drawing.

10885 Ardmore
Redford, Michigan
1/8" = 1'-0" 02.10.10

DATE: 01/10
SCALE: 1/8" = 1'-0"
PROJECT: 01000
DRAWING: 10885
SHEET: 10885-1000
10885-1000
1/8" = 1'-0"

Exhibit C
Personal Property

TAB C

Open Enrollment, admissions policy, and selection criteria:

A. APPLICATION AND ENROLLMENT OF STUDENTS

- (1) Enrollment in the Academy will be open to all individuals who reside in the state of Michigan.
- (2) Except for a foreign exchange student who is not a United States citizen, the Academy shall not enroll a pupil who is not a Michigan resident.
- (3) Academy admissions will be limited to pupils within grades K – 8 and may be limited on any other basis that would be legal if used by a Michigan public school district.
- (4) The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils. However, the Academy may not provide a preference to children of Board members or Academy employees.
- (5) The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate grade level unless that grade is not offered.
- (6) No student may be denied participation in the application process due to lack of student records.
- (7) If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

B. APPLICATION PROCESS

- (1) The Academy's application period shall be a minimum of two weeks in duration, with evening and/or weekend times available, and a defined deadline date.
- (2) Completed applications for enrollment of children must be received by the deadline date. Complete applications will be stamped with the date of receipt.
- (3) A random selection drawing (as detailed in Section F below) is required if the number of applications received during the application period exceeds the number of available spaces at a particular grade or grouping level.
- (4) The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled consistent with the Academy's admission timelines (see Section C below). If openings

do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.

- (5) If there are more applications to enroll in a particular grade than there are spaces available in that grade or grouping level, the school will select students to enroll based on a random selection process (lottery).
- (6) All applications for the oversubscribed grade level that were filed before the published deadline will be placed in the lottery and publicly drawn in random order to determine which students will be enrolled in that grade. Once all the available spots are filled, additional names will be selected through the same lottery process to create a waiting list in case new spaces become available. The lottery will occur shortly after the closure of the enrollment period. The Academy will notify applicants whether their names were selected in the lottery for enrollment or whether their names were placed on the waiting list. As spaces become available at the Academy, spaces will be offered to the applicants in the order of placement on the waiting list, consistent with the Academy's admission timelines. The Academy will maintain a current waiting list in the main office. The waiting list will cease to exist at the beginning of the next application period (when a new lottery will be held and a new waiting list will be created). If there is no waiting list, students shall be admitted on a first-come, first-served basis, consistent with the Academy's admission timelines.
- (7) The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from GVSU.

C. ACADEMY ADMISSION TIMELINES

- (1) As positions within the Academy become available, the parent/guardian of the child will be notified in writing with return-requested mail delivery. The seat will be held for 10 business days and, if the parent/guardian declines the offer or if there is no response to the notification and telephone follow-up, the child will be moved to the bottom of the waiting list and a letter will be sent to the family notifying them that due to their failure to respond, they have been moved to the bottom of the list. The parent/guardian of the next child on the waiting list will be notified as described above.

(2) The Academy shall accept students for enrollment throughout the academic year; however, to the extent permitted by law, the Academy will specify entry dates at the start of each academy semester to facilitate a smooth and productive transition of students into the Academy. This provision in no way limits an individual from enrolling and taking a placement test after the start of school if the Academy has openings for the student's particular age or grade range.

(a) The prospect for improved student achievement is enhanced by limiting the disruptions and distractions associated with significant fluctuations in the student population throughout the school year. This need to stabilize a defined student population is increased where ambitious educational outcomes are being pursued in a rigorous and extended academic program.

(b) The belated introduction of students into the educational program, after orientation and team-building exercise have been completed or at a point where the realistic opportunity to participate meaningfully in the curriculum has expired, generally does not serve the academic and social needs of the student seeking enrollment, nor the interests of the transferor school, or the other students in the transferee classroom and Academy.

(c) All students will participate in an enrollment curriculum designed to facilitate a smooth and productive introduction to the Academy. This enrollment curriculum may include placement testing; introduction to staff, facilities, and community rules and expectations; analysis of transferor curriculum (if any) and Academy curriculum; and so forth. This enrollment curriculum will be incorporated into the start of each academic year and all students enrolled in the Academy at the start of each year will participate. Students seeking to enroll after the start of the academic year will be required to participate on an individual or group basis in the enrollment curriculum before placement in the appropriated grade-level classroom. Enrollment curriculum and placement testing shall be completed after a student is accepted for admission to the Academy. Placement tests shall

only be used for placement purposes, and will not be used as a purpose for denying a student enrollment at the Academy.

D. LEGAL NOTICE

- (1) The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation covering the geographic boundaries of Wayne County. A copy of the legal notice must be forwarded to GVSU.
- (2) At a minimum, the legal notice must include:
 - (a) The process and/or location(s) for requesting and submitting applications for enrollment in the Academy.
 - (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.
- (3) The legal notice of the open enrollment period must be designed to inform individuals that are most likely to be interested in attending the Academy.
- (4) The Academy, being an equal opportunity educational institution, shall be committed to good-faith, affirmative action to seek out, create, and serve a diverse student body.

E. RE-ENROLLING STUDENTS AND SIBLINGS

- (1) The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- (2) If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether (a) sibling(s) seek(s) to enroll for the upcoming academic year.
- (3) 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.
- (4) An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- (5) 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 or grouping level.
- (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.

F. RANDOM SELECTION DRAWING

- (1) A random selection drawing is required if the number of applications exceeds the number of available spaces at one or more grades or grouping levels. Prior to the application period, the Academy shall:
 - (a) Establish written procedures for conducting a random selection drawing.
 - (b) Establish the maximum number of spaces available per grade or grouping level.
 - (c) Establish the date, time, place and person to conduct the random selection drawing.
 - (d) Notify GVSU of both the application period and the date of the random selection drawing, if needed. GVSU may have a representative on-site to monitor the random selection drawing process.
- (2) The Academy shall use a credible, neutral "third party" such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:
 - (a) Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
 - (b) Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.
- (3) The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

(4) The number of seats available in each grade shall be as follows:

- (a) Kindergarten – 69
- (b) First Grade – 69
- (c) Second Grade – 69
- (d) Third Grade – 23
- (e) Fourth Grade – 23
- (f) Fifth Grade – 23
- (g) Sixth Grade – 23
- (h) Seventh Grade – 23
- (i) Eighth Grade – 23