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

**ISSUED BY**

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

**ISSUED TO**

**KALAMAZOO PREP ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF**

**KALAMAZOO PREP ACADEMY**

**AS A**

**PUBLIC SCHOOL ACADEMY**

**DATED:  
JULY 1, 2026**

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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 Kalamazoo Prep Academy (the “Academy”), to be effective July 1, 2026, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

### ARTICLE I

#### DEFINITIONS

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

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies- including all rules, regulations, and orders promulgated thereunder.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- i) **Community District** means a community school district created under part 5B of the Code, MCL 380.381 et seq.

- j) **Conservator** means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- k) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- l) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- m) **Educational Service Provider Policies or ESP Policies** means those policies adopted by the Charter Schools Office Director that apply to a Management Agreement. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- n) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- o) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.

- p) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- q) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- r) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- s) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- t) **State Board** means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- u) **State School Reform/Redesign Office** means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.554, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-05 and codified at MCL 388.1282.
- v) **Superintendent** means the Michigan Superintendent of Public Instruction.
- w) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- x) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- y) **University Board** means the Grand Valley State University Board of Trustees.
- z) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- aa) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact

for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.

bb) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.

cc) **University President** means the President of Grand Valley State University or his or her designee.

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

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

Section 1.4. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.5. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.6. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

## ARTICLE II

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

Section 2.1. Independent Status of the University. The University Board is an authorizing body as defined by the Code. In approving this Contract, the University voluntarily exercises additional powers given to the University under the Code. Nothing in this Contract shall be deemed to be any waiver of the University's powers or independent status and the Academy shall not be deemed to be part of the University Board. The University Board has provided the Department the accreditation notice required under Section 502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University Board and the Academy, if applicable.

Section 2.3. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

- a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.
- b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.4. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University

President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.

- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.
- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the approved annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.5. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid

payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law. This fee may also be used to fund college readiness work and scholarships for academies that are in compliance with this Contract.

Section 2.6. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.7. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.16 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.8. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.9. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or

other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.10. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at any time, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 2.11. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Office Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Office Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Office Director's recommendation will be submitted by the Charter Schools Office Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 2.12. Charter Schools Office Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be

forwarded by the Fiscal Agent University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the Charter Schools Office Director as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Office Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the Charter Schools Office Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Office Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Office Director may disapprove the proposed transaction if the proposed transaction violates this Contract or applicable law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Office Director. By not disapproving a proposed transaction, the Charter Schools Office Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

### **ARTICLE III**

#### **REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION**

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.7 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

Section 3.3. Academy Board Members Serve in their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible

to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause by the University Board at any time.

## **ARTICLE IV**

### **PURPOSE**

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

## **ARTICLE V**

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

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. Unless amended pursuant to Section 9.3 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.3. Bylaws. Unless amended pursuant to Section 9.4 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board members as set by the Authorizing Resolution.

## ARTICLE VI

### OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President or Designee and the Academy.

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

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.2 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.2 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

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

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;

- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

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

Section 6.6. Staff Responsibilities. Subject to Section 2.7 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment, and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1<sup>st</sup>. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate ninth (9) through twelfth (12) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE IX**

### **AMENDMENT**

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

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

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

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

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

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

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

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

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

## **ARTICLE X**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE XI

### PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

- a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.
- c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7<sup>th</sup> of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
  - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
  - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
  - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

(e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:

- (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
- (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.6. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.7. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.8. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby agrees and covenants not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.9. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

## ARTICLE XII

### GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Kalamazoo Prep Academy  
Attn: Board President  
400 W. Crosstown Parkway  
Kalamazoo, MI 49001

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

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

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

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

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

implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

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

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

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

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

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2026, and shall remain in full force and effect for three (3) years until June 30, 2029, unless sooner revoked or terminated according to the terms hereof.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.8, Section 12.7, and Section 12.10, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

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

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

Section 12.18. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

**[INTENTIONALLY LEFT BLANK]**

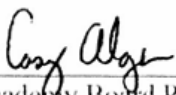
As the designated representative of the Grand Valley State University Board of Trustees,  
I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY  
BOARD OF TRUSTEES

By:   
University President or his/her designee

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

KALAMAZOO PREP ACADEMY

By:  5/26/26  
Academy Board President

**SCHEDULE 1**

**METHOD OF SELECTION RESOLUTION  
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON APRIL 17, 2026:

Reauthorization of 6a Charter Contract – Kalamazoo Prep Academy,  
Kalamazoo (3 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on July 10, 2015, authorized the issuance of a charter contract to Kalamazoo Prep Academy and most recently authorized the reissuance of a contract to charter the Academy at its meeting on April 28, 2023; and

WHEREAS, the University's Division of K-12 Education Innovation and Scholar Success (DEISS) has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the University President's designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a three (3) year term beginning July 1, 2026, and ending June 30, 2029; and

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to a public school academy and related documents to the Academy for a three (3) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 30<sup>th</sup> day of April 2026.

A handwritten signature in black ink, appearing to read 'Stacie R. Behler', written over a horizontal line.

Stacie R. Behler, Vice President and Chief Public  
Affairs and Communications Officer  
Secretary, Board of Trustees  
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON OCTOBER 24, 2025:

Name Change—Kalamazoo Covenant Academy

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on July 10, 2015, approved the issuance of a charter contract to Kalamazoo Covenant Academy and its school sites; and

WHEREAS, the Academy requests a name change to Kalamazoo Prep Academy;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Article IX of the Terms and Conditions incorporated into the Academy's Contract, the Board of Trustees approves the Academy's name change to Kalamazoo Prep Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 31<sup>st</sup> day of October 2025.

A handwritten signature in black ink, appearing to read 'Stacie R. Behler', written over a horizontal line.

Stacie R. Behler, Vice President and Chief Public  
Affairs and Communications Officer  
Secretary, Board of Trustees  
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF  
GRAND VALLEY STATE UNIVERSITY ON JULY 10, 2015:

Authorization of Kalamazoo Covenant Academy 6a Contract

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Kalamazoo Covenant Academy ("Academy"), located at 1340 Cobb Avenue, Kalamazoo, MI 49007, 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:

|                  |                                    |
|------------------|------------------------------------|
| Thomas A. Baird  | 2 year term expiring June 30, 2017 |
| Joseph M. Kaplan | 3 year term expiring June 30, 2018 |
| Edward G. Snyder | 3 year term expiring June 30, 2018 |

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. The Board of Trustees authorizes the Contract to include a provision to allow the academy to open midway through the school year. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of

Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 20th day of July 2015.

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

**SCHEDULE 2**

**ARTICLES OF INCORPORATION**



27564437



STATE OF MICHIGAN  
CSCL/CD- 515 - CERTIFICATE OF AMENDMENT TO  
THE ARTICLES OF INCORPORATION

Corporations Division Administrator

**FILED**

Doc #: 27564437

Filed Date: 11/18/2025

C0579-3813 11/13/2025 Received by Michigan Corporations Division

Certificate of Amendment to the Articles of Incorporation for use by Domestic Profit and Nonprofit Corporations

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned executes the following Certificate:

## Corporation Information

The present name of the corporation is: KALAMAZOO COVENANT ACADEMY  
The identification number assigned by the Bureau is: 800944280  
Corporation Type: Domestic Nonprofit Corporation

## Article I

Michigan Nonprofit Corporation Name: KALAMAZOO PREP ACADEMY

## Article VI - (Optional, leave unchecked if not applicable)

- ☒ Pursuant to Section 209(c) of the Act, a director or volunteer officer shall not be personally liable to the corporation, its shareholders, or its members for money damages for any action taken or any failure to take any action as a director or volunteer officer, except liability for any of the following: (i) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled. (ii) Intentional infliction of harm on the corporation, its shareholders, or members. (iii) A violation of Section 551. (iv) An intentional criminal act. (v) A liability imposed under Section 497(a).
- ☒ Pursuant to Section 209(d) of the Act, the corporation assumes all liability to any person other than the corporation, its shareholders, or its members for all acts or omissions of a volunteer director occurring on or after January 1, 1988 incurred in the good faith performance of the volunteer director's duties.
- ☒ Pursuant to Section 209(e) of the Act, the corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of the provision if all of the following are met: (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority. (ii) The volunteer was acting in good faith. (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct. (iv) The volunteer's conduct was not an intentional tort. (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed under section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

## Optional Article(s)

This space is intentionally left blank.

## Filing Effective Date

The filing will be effective: when filed by the Corporations Division Administrator.

## Member, Shareholder, or Board Approval

The foregoing amendment to the Articles of Incorporation was 10/15/2025  
duly adopted on:

The amendment was adopted by: directors at a meeting in accordance with Section 611(3) of the Act.

## Attestations

- ☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I enter it into the system.
- ☒ I have been authorized by the business entity to file this document online.
- ☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.

Signature(s)

*Authorized Agent*

*Kalamazoo Covenant Academy*

*Charles Carver*

Signer's Capacity

On behalf of

Sign Here

*11/13/2025*

Date

E4-03

CSCL/CD-511 (Rev 10/17)

| MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS<br>CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU                                    |                |                                                                              |                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Date Received<br><b>DEC 05 2019</b><br>3:00                                                                                                          | AC1            | TranInfo:1 23922282-1 12/04/19<br>Chk#: 8075 Amt: \$20.00<br>ID: 800944280   | <b>FILED</b><br><br><b>DEC 05 2019</b><br><br>ADMINISTRATOR<br>CORPORATIONS DIVISION |
| This document is effective on the date filed,<br>unless a subsequent effective date within 90<br>days after received date is stated in the document. |                |                                                                              |                                                                                      |
| Name Douglas J. McNeil                                                                                                                               |                | TranInfo:43 23922282-2 12/04/19<br>Chk#: 8075 Amt: \$100.00<br>ID: 800944280 |                                                                                      |
| Address 250 Washington Avenue                                                                                                                        |                |                                                                              |                                                                                      |
| City Grand Haven                                                                                                                                     | State Michigan | Zip Code 49417                                                               | 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.

### RESTATED ARTICLES OF INCORPORATION For use by Domestic Nonprofit Corporations

Pursuant to the provisions of the Michigan Nonprofit Corporation Act 162, Public Acts 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 Restated Articles:

1. The present name of the corporation is: Kalamazoo Covenant Academy
2. The identification number assigned by the Bureau is: 800944280
3. All former names of the corporation are: Not Applicable
4. The date of the filing of the original Articles of Incorporation was: 06/01/2015

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

#### ARTICLE I

The name of the corporation is: Kalamazoo Covenant 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.

NC

## 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 Restated Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

## ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

Real Property: none

- b. The description and value of its personal property assets are: (if none, insert "none")

Personal Property: none

- c. The corporation is to be financed under the following general plan:
  - i. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
  - ii. Federal funds.
  - iii. Donations
  - iv. Fees and charges permitted to be charged by public school academies.
  - v. Other funds lawfully received.
- d. The corporation is organized on a Directorship basis.

#### ARTICLE IV

1. The name of the resident agent at the registered office:

Douglas J. McNeil

- 2.

The address of the registered office is:

250 Washington Avenue Grand Haven, Michigan 49417  
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office, if different than above:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address) (City) (ZIP Code)

#### ARTICLE V

The name and address of the incorporator is as follows:

Name

Douglas J. McNeil

Residence or Business Address

250 Washington Avenue, Grand Haven, MI 49417

#### ARTICLE VI

The corporation is a governmental entity.

#### ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

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

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

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the

proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
  - c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

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

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

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

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

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

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

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

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

## **ARTICLE VIII**

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Restated 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 Restated Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

## **ARTICLE XI**

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

## **ARTICLE XII**

A volunteer director is not personally liable to the corporation or its members for money damages for any action taken or any failure to take any action as a volunteer officer, except liability for any of the following:

- (i) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled.
- (ii) Intentional infliction of harm on the corporation, its shareholders, or members.
- (iii) A violation of Section 551 of the Michigan Nonprofit Corporation Act;

- (iv) An intentional criminal act.
- (v) A liability imposed under section 497(a).

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

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

### **ARTICLE XIII**

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following are met:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed under section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

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

### **ARTICLE XIV**

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

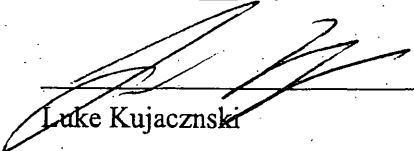
### **ARTICLE XV**

The Restated 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.

The undersigned hereby certifies that these Restated Articles of Incorporation were adopted by the unanimous consent of all the Directors of the Academy Board, at a properly noticed public meeting at which a quorum of the Directors was present on the 27 day of June 2019.

Signed this 27 day of June 2019.

  
\_\_\_\_\_  
Luke Kujacznski  
Academy Board President

## **SCHEDULE 3**

### **BYLAWS**

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**BYLAWS**  
**OF**  
**Kalamazoo Prep Academy**

**ARTICLE I**

**NAME**

This organization shall be called Kalamazoo Prep Academy (The "Academy" or the "corporation").

**ARTICLE II**

**FORM OF ACADEMY**

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

**ARTICLE III**

**OFFICES**

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

Section 2.     Registered Office.     The registered office of the Academy shall be 141 E Michigan Ave Suite 602, Kalamazoo, MI 49007. The registered agent is Ross Keilen. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

**ARTICLE IV**

**BOARD OF DIRECTORS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE V

### MEETINGS

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

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

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

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

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

## ARTICLE VI

### COMMITTEES

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

## ARTICLE VII

### OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

## ARTICLE IX

### INDEMNIFICATION

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

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

## **ARTICLE X**

### **FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING**

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

## **ARTICLE XI**

### **SEAL**

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

## **ARTICLE XII**

### **AMENDMENTS**

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

Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

#### **CERTIFICATION**

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 10 day of June, 2026

Richard Wallace

Board Secretary

**SCHEDULE 4**

**FISCAL AGENT AGREEMENT**

## **SCHEDULE 4**

### **FISCAL AGENT AGREEMENT**

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

#### **Preliminary Recitals**

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

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

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

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATIONS**

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

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

## ARTICLE II

### FISCAL AGENT DUTIES

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

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

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

## ARTICLE III

### STATE DUTIES

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

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

## ARTICLE IV

### ACADEMY DUTIES

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

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

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

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

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

## ARTICLE V

### RECORDS AND REPORTS

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

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

## ARTICLE VI

### CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

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

Date: April 23, 2026

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**SCHEDULE 5**

**MASTER CALENDAR OF REPORTING REQUIREMENTS**



**DIVISION OF K-12  
EDUCATION INNOVATION  
AND SCHOLAR SUCCESS**

GRAND VALLEY STATE UNIVERSITY®

**Public School Academy / School of Excellence  
Master Calendar of Reporting Requirements  
July 1, 2026 – June 30, 2027**

| <b>DUE DATE</b> | <b>REPORT DESCRIPTION</b>                                                                                                                                                                                         | <b>SUBMIT TO:</b> |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| July 1          | Board Adopted 2026-2027 School Calendar/School Day Schedule.                                                                                                                                                      | DEISS             |
| July 1          | Board adopted Annual Calendar of Regularly Scheduled Meetings for 2026-2027.                                                                                                                                      | DEISS             |
| July 1          | Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2026-2027.                                                                                                                 | DEISS             |
| July 1          | Budgeted Enrollment Number for 2026-2027.                                                                                                                                                                         | DEISS             |
| July 15         | Alternative Education Data Collection – final data for 25-26 school year, if applicable.                                                                                                                          | DEISS             |
| August 3        | Annual Designations – Board Resolutions for appointment of Freedom of Information Act Coordinator, Legal Counsel, School Safety Liaison, and Chief Administrative Officer for 2026-2027; board officer positions. | DEISS             |
| August 17       | <b>NEW:</b> <a href="#">MCL 380.1303a</a> , Board adopted policy prohibiting the use of cell phones on school property.                                                                                           | DEISS             |
| August 31       | 4 <sup>th</sup> Quarter Financial Statements – quarter ending 06/30.                                                                                                                                              | DEISS             |
| August 31       | Hylant Insurance Policy Submission.                                                                                                                                                                               | DEISS             |
| September 3     | GVSU Check Deposit Account Certification.                                                                                                                                                                         | DEISS             |
| September 3     | Board approved Student Handbook 2026-2027.                                                                                                                                                                        | DEISS             |
| September 3     | Board adopted Employee Handbook 2026-2027.                                                                                                                                                                        | DEISS             |
| September 3     | School Contacts Update Certification.                                                                                                                                                                             | DEISS             |
| September 11    | Updated Waitlist Number for 2026-2027.                                                                                                                                                                            | DEISS             |
| September 14    | <b>NEW:</b> <a href="#">MCL 388.1764k</a> Certification; compliance with school meals, count day incentives, and surveys.                                                                                         | DEISS             |
| September 14    | <b>NEW:</b> <a href="#">MCL 380.1308e</a> Behavior Threat Assessment and Management Team Requirement.                                                                                                             | DEISS             |
| October 2       | Staff Roster (GVSU Format).                                                                                                                                                                                       | DEISS             |
| October 2       | Annual Nonprofit Corporation Information Update for 2026.                                                                                                                                                         | DEISS             |
| October 9       | Unofficial Count Day and Actual Grades Submission.                                                                                                                                                                | DEISS             |
| November 1      | <a href="#">MCL 380.506</a> Annual Personnel Salary Disclosure Notice; list average salaries for new teachers, veteran teachers, and support staff on the academy website.                                        | DEISS             |
| November 1      | Audited Financial Statements for fiscal year ending June 30, 2026. (See MDE Website, <a href="https://www.michigan.gov/mde">https://www.michigan.gov/mde</a> , for MDE due date).                                 | DEISS             |

| DUE DATE    | REPORT DESCRIPTION                                                                                                                                                                    | SUBMIT TO: |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| November 1  | Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2026, if issued.                                                  | DEISS      |
| November 1  | Annual A-133 Single Audit for year ending June 30, 2026, is required if over \$750K in federal funds were expended.                                                                   | DEISS      |
| November 2  | 1 <sup>st</sup> Quarter Financial Statements – quarter ending 09/30.                                                                                                                  | DEISS      |
| November 16 | Alternative Education Data Collection, if applicable.                                                                                                                                 | DEISS      |
| December 1  | Transparency Page Update Certification.                                                                                                                                               | DEISS      |
| January 8   | Staff Roster (GVSU Format).                                                                                                                                                           | DEISS      |
| January 8   | School Contacts Update Certification.                                                                                                                                                 | DEISS      |
| January 15  | Emergency Operations Plan.                                                                                                                                                            | DEISS      |
| January 29  | 2 <sup>nd</sup> Quarter Financial Statements – quarter ending 12/31.                                                                                                                  | DEISS      |
| January 29  | Board Member Annual Conflict of Interest.                                                                                                                                             | DEISS      |
| January 29  | Schedule 6 Certification. See task for more detail.                                                                                                                                   | DEISS      |
| February 1  | <b>For contracts ending June 30, 2027-</b> Draft ESP Agreements                                                                                                                       | DEISS      |
| February 15 | Annual Education Report. Please be sure to check <a href="https://mischooldata.org">mischooldata.org</a> for deadlines and the updated templates, or find them in the Epicenter Task. | DEISS      |
| April 12    | Ensuring Access to Federal Funds-Significant Expansion Notice                                                                                                                         | DEISS      |
| April 30    | 3 <sup>rd</sup> Quarter Financial Statements – quarter ending 03/31.                                                                                                                  | DEISS      |
| May 14      | Notice of Open Enrollment & Lottery Process and Admission/Enrollment Policy for 2027-2028.                                                                                            | DEISS      |
| May 14      | Offered Seat Schedule per Grade for 2027-2028.                                                                                                                                        | DEISS      |
| May 14      | Waitlist for 2027-2028.                                                                                                                                                               | DEISS      |
| June 1      | Certificate of Boiler Inspection covering 2026-2027.                                                                                                                                  | DEISS      |
| June 1      | NWEA Counts for next academic year.                                                                                                                                                   | DEISS      |
| June 11     | Copy of Notice of Public Hearing for Annual Operating Budget for 2027-2028. Must be published in newspaper of general circulation for at least 6 days before the hearing.             | DEISS      |
| June 25     | 2026-2027 Log of emergency drills, including date, time, and results. See Epicenter Task for template.                                                                                | DEISS      |
| June 25     | Board adopted Letter of Engagement for year ending June 30, 2027, for an independent financial audit.                                                                                 | DEISS      |
| June 25     | 2026-2027 Annual Operating Budget – Final Amendment                                                                                                                                   | DEISS      |
| June 25     | Food service license expiring in 2027.                                                                                                                                                | DEISS      |
| June 25     | Scholarship Dollars awarded to graduating seniors (High Schools Only).                                                                                                                | DEISS      |
| June 25     | Total number of graduates (High Schools Only).                                                                                                                                        | DEISS      |

## Ongoing Reporting Requirements

### July 1, 2026 – June 30, 2027

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

| DUE DATE                                    | REPORT DESCRIPTION                                                                                                                                                                                                | SUBMIT TO:            |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Date notice is posted                       | Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting. <i>Meeting schedule should be available on academy website.</i> | DEISS                 |
| 7 days prior to meeting                     | Board packet- including Agenda and all attachments. <i>Agenda should be available on academy website.</i>                                                                                                         | DEISS                 |
| 14 days after Board meeting                 | Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.                                                                                                               | DEISS                 |
| 14 days after Board approval                | Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings. <i>Minutes should be available on academy website.</i>                                                     | DEISS                 |
| 30 business days after board approval       | Board Adopted Annual Operating Budget for 2026-2027 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended.                               | No submission needed. |
| 14 days after Board approval                | Oath of Office and written acceptance for each Board Member.                                                                                                                                                      | DEISS                 |
| Prior to approval by GVSU Board of Trustees | Verification of Citizenship and Michigan Residency.                                                                                                                                                               | DEISS                 |
| 10 business days after Board approval       | Board adopted <i>Amended</i> Budget and General Appropriations Resolution available on school website per the State School Aid Act.                                                                               | DEISS                 |
| 10 days of receipt                          | Correspondence received from the Michigan Department/State Board of Education and the Intermediate School District requiring a formal response.                                                                   | DEISS                 |
| 10 days of receipt                          | Correspondence received from the Health Department requiring a formal response.                                                                                                                                   | DEISS                 |
| 10 days of receipt                          | Written notice of litigation or formal proceedings involving the Academy.                                                                                                                                         | DEISS                 |
| 30 days prior to board execution            | Board proposed draft Educational Management Company Agreements or Amendments thereto.                                                                                                                             | DEISS                 |
| 5 business days of receipt                  | Request and Responses to Freedom of Information Requests.                                                                                                                                                         | DEISS                 |

## Original/Subsequent Board Policy Reporting Requirements

**July 1, 2026 – June 30, 2027**

*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.                                                                                                                                                                                          | DEISS             |
| Board of Director Bylaws.                                                                                                                                                                                                                                           | DEISS             |
| Educational Service Provider Agreements/Amendments.                                                                                                                                                                                                                 | DEISS             |
| Academy's Educational Goals.                                                                                                                                                                                                                                        | DEISS             |
| Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.                                                                                                                                                              | DEISS             |
| Lease, Deed of Premises, or Rental Agreement and subsequent amendments (includes modular units).                                                                                                                                                                    | DEISS             |
| Curriculum including any additions/deletions.                                                                                                                                                                                                                       | DEISS             |
| Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="https://www.michigan.gov/asbestos">https://www.michigan.gov/asbestos</a> for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required. | DEISS             |
| Communicable Disease Curriculum (including minutes of board approval).                                                                                                                                                                                              | DEISS             |
| Job Descriptions for all employee groups.                                                                                                                                                                                                                           | DEISS             |
| <b>REQUIRED BOARD POLICIES</b><br><i>(this is not an all-inclusive list; additional policies may be required; requirement can be satisfied by providing a website link to all board approved policies)</i>                                                          | <b>SUBMIT TO:</b> |
| <b>Board adopted Purchasing Policy</b> (date of approval or revision).<br>Reference: MCL 380.1267, MCL 380.1274                                                                                                                                                     | DEISS             |
| <b>Use of Medications Policy</b> (date of approval or revision).<br>Reference: MCL 380.1178, 380.1178a, 380.1179                                                                                                                                                    | DEISS             |
| <b>Harassment of Staff or Applicant Policy</b> (date of approval or revision).<br><b>Harassment of Students Policy</b> (date of approval or revision)<br>Reference: MCL 380.1300a                                                                                   | DEISS             |
| <b>Search and Seizure Policy</b> (date of approval or revision).<br>Reference: MCL 380.1306                                                                                                                                                                         | DEISS             |
| <b>Emergency Removal, Suspension and Expulsion of Students Policy</b> (date of approval or revision).<br>Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402                                                                                                  | DEISS             |
| <b>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</b> (date of approval or revision).<br>Reference: MCL 380.1137                                                                                              | DEISS             |
| <b>Board Member Reimbursement of Expenses Policy</b> (date of approval or revision).<br>Reference: MCL 380.1254; MCL 388.1764b                                                                                                                                      | DEISS             |
| <b>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</b> (date of approval or revision). Reference: MCL 380.1299                                                                                                                            | DEISS             |

|                                                                                                                                                                                                                                                                                                                                                                                                  |       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <b>Electronic or Wireless Communication Devices Policy</b> (date of approval or revision).                                                                                                                                                                                                                                                                                                       | DEISS |
| <b>Preparedness for Toxic Hazard and Asbestos Hazard Policy</b> (date of approval or revision).<br>Reference: MCL 324.8316, 380.1256                                                                                                                                                                                                                                                             | DEISS |
| <b>Nondiscrimination and Access to Equal Educational Opportunity Policy</b> (date of approval or revision).<br>Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975. | DEISS |
| <b>Academy Deposit Policy</b> (date of approval or revision).<br>PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract                                                                                                                                                                                                                                                         | DEISS |
| <b>Parental Involvement Policy</b> (date of approval or revision).<br>Reference: MCL 380.1294                                                                                                                                                                                                                                                                                                    | DEISS |
| <b>Wellness Policy</b> (date of approval or revision).<br>Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773                                                                                                                                                                                                                                                                                   | DEISS |
| <b>Corporal Punishment Policy</b> (date of approval or revision).<br>Reference: MCL 380.1312(8)&(9);                                                                                                                                                                                                                                                                                             | DEISS |
| <b>Anti-Bullying Policy (Matt's Safe School Law)</b> (date of approval or revision).<br>Reference: MCL 380.1310b                                                                                                                                                                                                                                                                                 | DEISS |
| <b>Cardiac Emergency Response Plan</b> (date of approval or revision).<br>Reference: MCL 29.19                                                                                                                                                                                                                                                                                                   | DEISS |
| <b>Emergency Operations Plan</b> (date of approval or revision).<br>Reference: MCL 380.1308b                                                                                                                                                                                                                                                                                                     | DEISS |
| <b>Data Breach Response Plan</b> (date of approval or revision).<br>The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.                                                                                                                                                        | DEISS |

## Calendar of Additional Reporting Requirements and Critical Dates July 1, 2026 – June 30, 2027

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

| <b>DUE DATE</b>                      | <b>REPORT DESCRIPTION</b>                                                                                        | <b>SUBMIT TO:</b>       |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------|
| July                                 | 2025-2026 31a Funds Report Due.                                                                                  | NexSys                  |
| July/August                          | Consolidated Applications for Federal Title Funds Due (allocation amounts posted to MDE's website in early May). | NexSys                  |
| 1 <sup>st</sup> Wednesday of October | Student Count Day for State Aid FTE (90% of state funding).                                                      | No submission required. |
| September                            | SE-4094 Special Education Transportation Report from 2025-26 (Contact ISD for due date).                         | FID                     |
| September                            | SE-4096 Special Ed Actual Cost Report (Contact ISD for due date).                                                | FID                     |

| <b>DUE DATE</b>                       | <b>REPORT DESCRIPTION</b>                                                                                                                                                                                                                              | <b>SUBMIT TO:</b>      |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| September                             | *Special Education Findings–Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required.                                                                                                           | Catamaran              |
| September                             | Eye Protection Certificate (#4527 Certification of Eye Protective Devices, if applicable).                                                                                                                                                             | NexSys                 |
| September                             | Certification of Constitutionally Protected Prayer.                                                                                                                                                                                                    | NexSys                 |
| October 1 – October 31                | Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is a review performed by DEISS. No submission required.                                                                                                                   | No submission needed   |
| November 1                            | Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).                                                                                                                                                                 | Local Health Dept.     |
| November 1                            | Deadline for electronic submission to the Financial Information Database. State aid will be withheld if the submission is not successful.                                                                                                              | FID                    |
| November                              | Deadline for MSDS FTE Count Certification.                                                                                                                                                                                                             | CEPI                   |
| December 1                            | Registry of Educational Personnel (REP) Fall Submission. State aid will be withheld if the REP is not certified.                                                                                                                                       | REP                    |
| November/December                     | <b>Special Education Count on MI-CIS.</b> Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date). | ISD                    |
| December 30                           | Municipal Finance Qualifying Statement, if applicable (online submission).                                                                                                                                                                             | MI Dept. of Treasury   |
| January                               | *Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.                                                                                                                          | Catamaran              |
| January                               | Special Education Excess Cost Report (Contact ISD for due date).                                                                                                                                                                                       | Catamaran              |
| February 1                            | Deadline for Immunization Record Report–IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.                                       | Local Health Dept.     |
| 2 <sup>nd</sup> Wednesday of February | Supplemental Student Count for State Aid FTE (10% of state funding for next fiscal year).                                                                                                                                                              | No submission required |
| March                                 | FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch, or milk (official date TBD).                                                                                                                                        | MDE                    |
| March                                 | Deadline for MSDS FTE Count Certification.                                                                                                                                                                                                             | ISD, CEPI              |
| March                                 | Special Education: Maintenance of Effort (MOE) Eligibility Test.                                                                                                                                                                                       | Catamaran              |
| May                                   | *Special Education Findings–May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review/completion of corrective actions as required.                                                                                                             | Catamaran              |
| June                                  | Final year-end certification due (MSDS).                                                                                                                                                                                                               | ISD, CEPI              |
| June                                  | School Infrastructure Database (SID).                                                                                                                                                                                                                  | CEPI                   |
| June                                  | 4107 – Bus inventory                                                                                                                                                                                                                                   | CEPI (online)          |
| June 30                               | Registry of Educational Personnel (REP) Submission. State aid will be withheld if the REP is not certified.                                                                                                                                            | REP                    |

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

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

**SCHEDULE 6**

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

## **SCHEDULE 6**

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

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

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

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

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.23(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

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

C. In accordance with Section 11.17. Additional Required Provisions for Educational Service Provider Agreements, of the Terms and Conditions, the following categories must be clearly defined within each ESP agreement that the Academy is a party to:

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

## EDUCATIONAL SERVICE PROVIDER AGREEMENT

This EDUCATIONAL SERVICE PROVIDER AGREEMENT (“**Agreement**”) is made and entered into effective July 1, 2026, by and between the Kalamazoo Prep Academy (“**Academy**” or “**KPA**”), a Michigan non-profit corporation and school academy formed under Part 6a of the Revised School Code, Public Act 451 of 1976 (the “**Code**”), as amended, and Reimagine Education, LLC (“**Reimagine**” or “**ESP**”), a Michigan limited liability company (collectively, the “**Parties**”).

### RECITALS

WHEREAS, the Academy is a charter school, organized as a public school academy under the Code and is operated by the Board of Directors of KPA (the “**Board**”).

A. WHEREAS, Grand Valley State University (the “**Authorizer**”) has issued a contract (the “**Authorizing Contract**” or “**Charter**”) to KPA pursuant to MCL 380.501 *et seq.* of the Michigan Revised School Code, to operate as a public school academy.

B. WHEREAS, Reimagine was established, among other things, to promote, develop and implement proven methods of effective education with comprehensive educational programs and individualized student attention and support.

C. WHEREAS, Reimagine has represented to the Board of KPA that it will provide KPA with comprehensive management and operational services in furtherance of the Academy’s mission and in accordance with the requirements of the Charter and Applicable Law.

**NOW, THEREFORE**, the Parties mutually agree as follows:

### ARTICLE I DEFINITIONS

For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:

1. Applicable Law. Applicable Law means the Constitution of the State of Michigan and the Michigan Revised School Code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, and all other applicable federal, state or local statutes, ordinances, rules, codes, orders, and regulations, any amendments to or recodification of the aforementioned, and executive orders, case law, court orders, other rulings applicable to public school academies in Michigan, and as defined in the Charter.

2. Board. The Board is the Board of Directors of KPA that governs and operates the Academy.

3. Charter. A Charter is the contract as defined by Section 501 (2)(d) of the Revised School Code, Public Act 451 of 1976, as amended.

4. Confidential Data and Information. Any personally identifiable student record covered by Applicable Law or any provision referenced in Section 2.

5. Facility. The Facility is, collectively, the facilities that are owned or leased by KPA to be used exclusively for purposes of the KPA Program, absent approval of the Board for other uses.

6. Fiscal Year. The Fiscal Year shall run July 1 through June 30.

7. Program. The Program is the KPA educational program, as set forth in the Charter.

8. [Intentionally left blank.]

9. Special Education Student. Any Student determined under federal and state law to be eligible for, and to have elected to receive, special education programs and related services.

10. Program Revenues. Program Revenues are all revenues and income generated or appropriated for and received by or on behalf of the Academy as attributed to any student in the Program which includes, but is not limited to, the following sources as applicable: State Foundation Grant funds and other public school state and local funding; federal funds specific to the Program and/or its students; other funding including, but not limited to, Title I of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. §6301 et seq.); any special education funds; and other income or revenue sources provided by law and obtained by the Academy and/or which are not specifically excluded herein; and all contributions and grants (including, but not limited to, Charter School Block Grants and other grants as applicable) received by or on behalf of the Academy and granted as a matter of right and/or practice or through competitive and noncompetitive grant processes which are to assist in the improvement of the Facility, the implementation or maintenance of the Program, and/or Academy operations.

11. Program Expenses. Program Expenses are defined in Article VI Section 6.

12. Term. The Term of the Agreement is defined in Article 5 below.

## **ARTICLE II** **RELATIONSHIP OF PARTIES**

Section 1. Authority. KPA represents that: (a) it is authorized by law to contract with an educational management organization for the provision of comprehensive management and operational services to KPA; and (b) KPA has been issued the Authorizing Contract from the Authorizer to organize and operate a public school academy. To the extent permitted Applicable Law and without waiving any privilege or immunity, KPA authorizes and delegates to Reimagine the necessary authority and power to perform the Services under this Agreement.

Section 2. Reimagine Services. The Parties agree that Reimagine shall provide to KPA all labor, materials, and supervision necessary for the provision of comprehensive

management, administrative, and operational services contemplated by this Agreement (the “**Services**”) as set forth below and in the attached **Exhibit A**. Reimagine shall provide such Services to KPA so KPA can meet its obligations under the Authorizing Contract and all other Applicable Law. It is understood that the scope of services to be provided by Reimagine in accordance with this Agreement may be provided directly by Reimagine or indirectly through a subcontractor of Reimagine.

Section 3. Change in Law. If any change in Applicable Law has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement.

Section 4. Educational Program. Reimagine shall implement the educational goals, curriculum, method of pupil assessment, admissions policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, and methods to be used to monitor compliance with performance of targeted educational outcomes as previously adopted by the KPA Board and as included in the Authorizing Contract (collectively, the “**Educational Program**”). In the event Reimagine determines that it is necessary to modify the Educational Program, Reimagine shall inform the Board of the proposed changes and obtain board approval, and if required under the Authorizing Contract, approval of the Authorizer. In the event the Board determines that it is necessary to modify the Educational Program, the Board shall inform Reimagine of the proposed changes and obtain Reimagine’s approval, and if required under the Authorizing Contract, approval of the Authorizer.

Section 5. Compliance with Academy’s Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions in this Agreement.

Section 6. Relationship of the Parties. Reimagine is not a division or any part of KPA. KPA is not a division or any part of Reimagine and is a separate corporate and governmental entity authorized under the Code. The relationship between the parties was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

Section 7. Reimagine as Independent Contractor; Agency. Reimagine shall provide the Services as an independent contractor and not as an employee, partner, agent, or associate of the Academy. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship. Except as expressly authorized by the Board, Reimagine shall not have the authority to contract for and bind the Academy in any manner whatsoever. This independent contractor relationship extends to the officers, directors, employees, agents, and representatives of Reimagine. Reimagine shall be solely responsible for its acts and omissions, and the acts and omissions of its employees, partners, agents, and those subcontractors who are contracted by Reimagine. Consistent with the status of an independent contractor, Reimagine reserves to itself

the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement in accordance with this Agreement, the Authorizing Contract and Applicable Law.

Section 8. No Related Parties or Common Control. The Parties agree that none of the voting power of the governing body of KPA or the Board will be vested in or delegated to Reimagine or its directors, members, managers, officers, shareholders, or employees. Further, KPA and Reimagine are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the “**IRS Code**”); or (b) related persons, as that term is defined in the IRS Code.

Section 9. The KPA Board. The KPA Board is the governing body with oversight responsibilities over KPA. The Parties acknowledge that throughout this Agreement, the term “**Board**” and the term “**KPA**” are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject matter of the article/section.

Section 10. Non-Compete Agreement. Reimagine agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to KPA to enter into a non-compete provision or agreement.

### **ARTICLE III** **REIMAGINE RESPONSIBILITIES**

Section 1. Scope of Services. Reimagine shall provide the Services as more fully described in this Agreement and in the attached **Exhibit A**. Any amendment, alteration, or modification of the provisions of **Exhibit A** shall be memorialized in writing and signed by the duly authorized representatives of both Parties.

Section 2. Assigned Personnel. Reimagine, or its subcontractor, shall hire and assign suitably skilled, experienced, and qualified personnel to perform the Services and shall adhere to the qualification standards set forth under this Article. Personnel may be assigned to KPA on a part-time basis. If Personnel are assigned to KPA on a part-time basis, only the portion of their Payroll Costs reflecting the percentage of their time assigned to KPA will be a Program Expense and subject to the payroll advance requirements under Article VIII. Reimagine, or any subcontractor of Reimagine that hires personnel assigned to KPA, shall maintain the same School Director throughout the term of this Agreement except for changes due to the Academy’s request or the resignation or termination of such personnel or other circumstance outside of Reimagine’s reasonable control. Reimagine shall make timely payments to its subcontractors to avoid any disruption to KPA or its operations. Any request by the Board to change the Lead Administrator shall be related specifically to the duties and responsibilities of the Lead Administrator at the Academy. Notwithstanding the foregoing, Reimagine shall have the ability to terminate, or to direct any subcontractor of Reimagine that hires personnel assigned to KPA to terminate, the Lead Administrator for cause.

Section 3. Employer of Personnel. Payroll Costs of all employees of Reimagine, or any subcontractor of Reimagine that hires personnel assigned to KPA, shall be paid by

Reimagine. For purposes of this Agreement, “**Payroll Costs**” shall include salary, benefits, and other costs attributable to personnel employed by Reimagine, or any subcontractor of Reimagine, and assigned to perform Services at KPA under this Agreement including, but not limited to, gross wages, FICA, Medicare, FUTA, SUTA, Workers’ Compensation Insurance, employment practices liability insurance, criminal background checks, employer portions of health, dental, vision, and life insurance, and 401(k) employer contributions (if applicable). Teachers employed by Reimagine, or any subcontractor of Reimagine, shall not be considered teachers for purposes of continuing tenure under MCL §38.71 et. seq. Unless required by Applicable Law, Reimagine shall not make payments to the Michigan Public Academy Employees' Retirement System or any other public retirement system on behalf of its employees. Reimagine accepts full liability and is responsible for paying all Payroll Costs, unemployment compensation and liability insurance for Reimagine, or any subcontractor of Reimagine, employees assigned to the Academy or working on Academy operations for work already completed irrespective of whether Reimagine receives an advancement of its costs or the payment of service from the Academy.

To enable the Academy to comply with its reporting obligations under the Michigan Public Academy Employees Retirement Act, 1980 PA 300, as amended, Reimagine: (i) shall promptly notify the Academy in writing of the identity of any individual assigned by Reimagine, or any subcontractor of Reimagine, to perform services at the Academy who retired from the Michigan Public School Employees Retirement System (MPERS) after July 1, 2010; and (ii) shall include on the Academy’s payroll invoice on a pay period basis information regarding any such individual’s wages or amounts paid and hours of service under this Agreement, as necessary to report on a schedule and in such manner as may be determined from time to time by MPERS, MCL 38.1342(6). The Academy shall direct Reimagine to report required information and render any payments required under the Act.

Section 4. Teachers. All teachers and staff employed by Reimagine, or any subcontractor of Reimagine, and assigned to KPA are solely staff or employees of Reimagine, or any subcontractor of Reimagine. No teachers or staff employed by Reimagine, or any subcontractor of Reimagine, are employees of KPA. All teachers and staff shall hold all required qualifications, licenses, and certifications as required by the Code. Reimagine’s, or any subcontractor of Reimagine, teachers or staff assigned to KPA are not considered teachers for purposes of continuing tenure under MCL 38.71 et seq. Reimagine will have the authority, consistent with Applicable Law, to select, supervise, evaluate, discipline, or terminate teachers and staff assigned to KPA.

Section 5. School Director. Reimagine, or any subcontractor of Reimagine, shall employ a School Director for KPA. The School Director shall hold all required certifications as required by the Code. Reimagine will have the authority, consistent with Applicable Law, to select, supervise, discipline, or terminate the School Director and to hold the School Director accountable for the success of KPA. Reimagine will empower the School Director with the authority to select and hold accountable the teachers and staff at KPA.

Section 6. Student Support Staff. Student Support Staff. The Student Support Staff shall be employed by Reimagine, or any subcontractor of Reimagine that is hiring personnel assigned to KPA, and all costs associated with their employment (including, without limitation,

salaries, benefits, travel, and other Program-related expenses) shall be a Program Expense. Student Support Staff is defined as any position that provides direct services to teachers, students, and parents (which may include Special Education Coordinators, Special Education Manager, Registrar, Guidance Counselor, Nurse, Community Relations Coordinator, Truancy Officer, Related Services Coordinator, or similar positions). Reimagine will have the authority, consistent with Applicable Law, to select, supervise, evaluate, discipline, or terminate teachers and staff assigned to KPA.

Section 7. Criminal Background Checks. Reimagine agrees that it, or any subcontractor of Reimagine that is hiring personnel assigned to KPA,, shall not assign any of its employees, agents, or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b, and related provisions of the Code pertaining to unprofessional conduct, criminal background, and criminal conduct checks. Reimagine, or any subcontractor of Reimagine that is hiring personnel assigned to KPA, shall conduct or, as appropriate, supervise the appropriate criminal background checks in the manner required by Applicable Law, regulation, and policy, including as it relates to the requesting, receiving, reviewing, evaluating fitness for assignment, safeguarding, and disseminating of Criminal History Record Information (“CHRI”). Reimagine shall use CHRI only as permitted by law. Upon request, Reimagine will provide the Academy documentary evidence of such background checks.

Section 8. Unprofessional Conduct Checks. Reimagine, or any subcontractor of Reimagine that is hiring personnel assigned to KPA , will conduct unprofessional conduct checks in accordance with MCL 380.1230b before hiring an employee or staff assigned to work at KPA.

Section 9. Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State Academy Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy website home page in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 553c of the Code, MCL 380.553c, shall have the same meaning in this Agreement.

Section 10. Compliance with Section 11.23 of Contract Terms and Conditions. The ESP shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 6 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.23(a) of the Contract Terms and Conditions.”

Section 11. Availability of Funds. Reimagine shall be liable to KPA for any cost it commits KPA to without the Board’s approval in the event such cost is beyond the amount in KPA’s budget or any budget amendment. Reimagine shall only be required to perform its responsibilities under this Agreement to the extent KPA has appropriated funds in its budget, as amended.

Section 12. Reimagine Procurement. Notwithstanding any provision in this Agreement, the Board retains the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment to KPA. Unless otherwise prohibited by law, Reimagine may directly procure all supplies, materials, and equipment provided that Reimagine complies with Section 1274 of the Code and the Board's written policies promulgated thereunder related to such items. Reimagine shall not include any added fees or charges (mark-ups) with the cost of equipment, materials and supplies purchased from third parties or vendors.

Section 13. Place of Performance. Performance of Services is not required to be rendered at the Facility unless specifically stated in **Exhibit A** or for compliance with Applicable Law or the Charter.

Section 14. Special Education Services. Pursuant to Applicable Law, including the Individuals with Disabilities Education Act ("IDEA", 20 U.S.C. 1400), the Academy is the Local Education Agency ("LEA"), and the Board is responsible for appropriately communicating and implementing any policies, required special education, and related services to Special Education Students. Reimagine may assist the Board with Special Education Students as expressly set forth in **Exhibit A** and the Charter.

Section 15. ELL and 504. Pursuant to Applicable Law, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et. seq.*), the Equal Educational Opportunities Act (20 U.S.C. 39), and Title III of the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (20 U.S.C. 28 and 70), the Board (as/for the LEA) is responsible for providing any policies, required educational, and related services to English Language Learners ("ELL") and Students under Section 504 of the Rehabilitation Act of 1973 ("504"), as amended. Reimagine may assist the Board with its ELL and 504-related obligations as expressly set forth in **Exhibit A**.

Section 16. Confidentiality of Records. Reimagine will maintain the confidentiality of Program personnel, student, and other records in accordance with the requirements of Applicable Law. The Academy recognizes and agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA") and the State Freedom of Information Act, Reimagine may be designated as a "school official" for purposes of the Academy disclosing a student's educational records to Reimagine personnel having a legitimate education interest, and the parties will cooperate to satisfy the FERPA mandates related to such disclosure. Reimagine shall be deemed an agent of the Academy for the limited purpose of its access to student education records necessary to carry out the educational program and providing services. Notwithstanding the foregoing, during the term of this Agreement, the Academy may disclose Confidential Data and Information to Reimagine (its employees, agents, or contractors) to the extent permitted by Applicable Law including, without limitation, FERPA, The Individuals with Disabilities Education Act ("IDEA"), 20 USC § 1401 *et. seq.*, 34 CFR 300.610-33.626; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794a, 34 CFR 104.36, the Michigan Mandatory Special Education Act, MCL 380.1701 *et. seq.*; the Americans with Disabilities Act, 42 USC § 12101 *et. seq.*; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d-13200d-8; 45 CFR 160, 162 and 164, and social security

numbers as protected by the federal Privacy Act of 1974, 5 USC § 552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

Section 17. Licensure or Other State Requirements. Except as otherwise provided in this Agreement, all personnel performing Administrative Services for Reimagine on behalf of the Academy must comply with all applicable licensure or other requirements of the State of Michigan and any regulations applicable to persons who perform such service.

Section 18. Non-Discrimination. Reimagine prohibits discrimination and harassment in all its programs and activities consistent with the requirements of State and federal law and shall follow the Academy's policies related to reporting and investigating unlawful discrimination and harassment.

Section 19. Tax Obligations. Reimagine shall be responsible for filing all required federal, state and local income taxes for Reimagine. Reimagine shall also be responsible for filing all employment payroll taxes for Reimagine's employees.

Section 20. Data Security Breach. In the event the Academy experiences a data security breach of personally identifiable information (PII) from the Academy's education records not suitable to public release, Reimagine shall promptly notify the Board not later than the first business day following discovery and will undertake to identify (i) the nature of the unauthorized use or disclosure; (ii) the PII used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Reimagine has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (v) whether, and if so on what grounds, Reimagine has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state; and (vi) what corrective action Reimagine has taken or shall take to prevent future similar unauthorized use or disclosure. Reimagine shall provide such other information as reasonably requested by the Board. Reimagine shall take appropriate action, in accordance with MCL 445.72, to assess the risk and notify affected individuals whose personal information may have been compromised.

#### **ARTICLE IV** **ACADEMY RESPONSIBILITIES**

Section 1. Payment. The Board shall be responsible for reviewing and approving the rates and amounts for the Services as set forth in this Agreement or as amended as mutually agreed in writing. The compensation provided by KPA to Reimagine as set forth in this Agreement constitutes full consideration for the Services.

Section 2. Oversight of Reimagine. The Board shall be responsible for monitoring Reimagine's performance under and compliance with the terms of this Agreement in accordance with Applicable Law and the Authorizing Contract. The Board shall also be responsible for overseeing the Program's quality, operational, and financial performance. Reimagine shall cooperate with such monitoring and oversight.

Section 3. Adoption of Policies. KPA and Reimagine acknowledge and agree that in providing the Services, it shall be the responsibility of Reimagine to recommend various policies to the Board for the operation of the Program. The Board retains ultimate responsibility for adopting policies and for overseeing Reimagine's implementation of the Program and Reimagine will cooperate with such oversight. Reimagine and the Academy will work collaboratively on the creation of Academy policies that may include, but are not limited to, policies consistent with Applicable Law and the Authorizing Contract relating to the budget, authorization of expenditures, curriculum, admissions procedures, student conduct, school calendars, procedures for resolution of parent or student complaints and, and the responsible use of computer equipment and other instructional property. The Academy shall provide Reimagine written copies of all policies adopted by the Board. The Academy shall promptly notify Reimagine in writing of any changes to such Board policies and Reimagine shall comply with any changes in such Board policies within 30 days of receipt or sooner, as appropriate.

Section 4. Legal Counsel. The Academy's Board shall select and retain legal counsel to advise the Board regarding its rights and responsibilities under the Charter, this Agreement, and Applicable Law. The Board has the sole authority to hire independent legal counsel.

Section 5. Audit Services. The Board shall select and retain an independent auditor to perform an audit in accordance with Applicable Law and the Authorizing Contract. The Board has the sole authority to hire independent legal auditors, and the cost of the audit shall be a Program Expense. All finance and other records of Reimagine related to the Academy will be made available to the Academy and the Academy's independent auditor.

Section 6. Academy Compliance. The Academy will perform its obligations under this Agreement and govern itself in a manner consistent with the requirements of Applicable Law, the Charter, and the Authorizing Body's policies. No provision of this Agreement shall interfere with the Board's constitutional duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body or allow public decisions to be made other than in compliance with the Open Meetings Act.

Section 7. Educational Consultant. The Board may retain at its own expense an educational consultant to review the operations of KPA and the performance of Reimagine under this agreement. Reimagine shall cooperate with such consultant in the performance of his or her responsibilities to the Board. Notwithstanding anything contained elsewhere in this agreement, without Board authorization, Reimagine shall have no authority to select, evaluate, assign, supervise or control any consultant retained by the Board.

Section 8. Reimagine Office Space. For the term of this Agreement, suitable office space shall be provided at KPA for Reimagine personnel and subcontractors. The office space shall be used by Reimagine for Reimagine activities related to KPA. KPA shall also provide Reimagine, upon Reimagine's request, with an additional room to be used for activities related to KPA.

## **ARTICLE V**

## **TERM OF AGREEMENT**

Section 1. Term. The term of this Agreement shall commence on July 1, 2026, and shall continue for a term of three academic years through June 30, 2029, unless terminated sooner pursuant to the terms herein (as renewed or extended, “**Term**”). Thereafter, provided that the Authorizer has renewed or extended the Authorizing Contract, this Agreement shall automatically renew for a term equivalent to the initial term of the renewed or extended Authorizing Contract with the Authorizer, unless one party notifies the other party at least six months prior to the expiration of the then-current term of its intention not to renew this Agreement.

Section 2. Review By the Authorizer. The Parties recognize that this Agreement is subject to review by the Authorizer. After the Board approves the Agreement, the Agreement shall be submitted to the Authorizer not later than 30 days prior to the proposed date of execution.

## **ARTICLE VI** **FINANCIAL MATTERS**

Section 1. Academy Funds. The Board shall determine the depository of all funds received by the Academy including, but not limited to, the State Academy Aid Grants and any Additional Revenue. All funds received by KPA shall be deposited in the Academy’s depository account. Signatories on the Board accounts shall solely be members of the Board. All interest or investment earnings on Academy accounts shall accrue to the Academy.

Section 2. Program Budgets. The Academy will adopt an annual Program budget for each Fiscal Year during the Term, and the Parties agree that Reimagine will present to the Board (or its authorized delegees or subcommittee) a proposed Program budget for each such Fiscal Year. The proposed Program budget will include assumptions provided by Reimagine. Reimagine will present a proposed budget for the succeeding Fiscal Year by June 1<sup>st</sup> at the latest, and the Board shall consider the budget proposed by Reimagine and will approve a final budget prior to the start of the Fiscal Year.

Section 3. Budget Modifications. Reimagine will promptly notify the Board of variances between key Budget assumptions and actual Budget figures. Reimagine may submit to the Board, or the Board may initiate, proposed modifications to the Program budget to take into account the actual Program student enrollment for such school year, other changes in key assumptions, or other changes deemed necessary or appropriate. The Parties will work in good faith to agree in writing on modifications to the final Program budget but, in any event, the Board shall act on any modifications proposed by Reimagine within 30 days of the proposal thereof.

Section 4. Financial Reports. The Board may request that Reimagine: (i) prepare and submit reports on the Program’s finances in addition to those financial reports required by Applicable Law or the Charter; and/or (ii) provide the Board with such other information as, in the Board’s sole discretion, is reasonably necessary and appropriate to enable the Board to

monitor Reimagine's performance, including the effectiveness and efficiency of the Program's operations. All such requests shall be made in writing to Laurel Capobianco, Vice President of School Development for Reimagine, or their designated successor. Such reports are in addition to the monthly financial statements provided by Reimagine to the Board that shall include: a balance sheet, a detailed statement of Program Revenues, expenditures, and changes in fund balance at object level (including a comparison of budget-to-actual information and an explanation of variances) and a cash flow statement. The monthly statements shall include all revenues received from whatever source, with respect to the Academy, and detailed budgets with statements of all direct expenditures for the Services rendered to or no behalf of the Academy, whether incurred on-site or off-site.

Section 5. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Michigan Public Educational Facilities Authority or any other type of financing that is tax-exempt pursuant to the IRS Code, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Revenue Procedure 97-13, as modified by Rev. Proc. 2001-39 and amplified by Notice 2014-67, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Service Provider Policies.

Section 6. Program Expenses. The Academy will be responsible for all debts, liabilities, and obligations properly incurred on behalf of the Program (collectively, "**Program Expenses**") under the terms of the Agreement and agreed to in the then-current year's Budget. If Reimagine purchases equipment, materials, and supplies on behalf of or as the agent of the Academy, such equipment, materials, and supplies shall be and remain the property of the Academy. Reimagine shall comply with the Revised Academy Code including, but not limited to, Sections 1267 and 1274, MCL 380.1267 and MCL 380.1274, as if the Academy were making these purchases directly from a third-party supplier. If Reimagine purchases equipment, materials, and supplies on behalf or as the agent of the Academy, Reimagine shall not include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Program Expenses obtained from third parties at the request of or on behalf of the Academy, including procurement of equipment, materials, and supplies, shall not include any added fees or charges. No corporate costs of Reimagine shall be charged to or reimbursed by the Academy. Marketing or development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of Reimagine. Program Expenses shall be determined in accordance with the budget process, will be paid out of the Program Revenues, and shall include, but are not limited to, the following Program-related costs:

- The Academy Director's salary, benefits, work-related travel, phone, computer, and other Academy Director-related non-labor reimbursable expenses;
- Teacher salaries, benefits, work-related travel, phone, computer, printers, and other teacher-related non-labor reimbursable expenses;

- Teacher training and professional development, including course/conference fees, facility rental, and related travel expenses;
- Offices for the Academy's administrative staff and work-related travel, phone, internet service, and other related non-labor reimbursable expenses;
- Student Support Staff (defined in Article III Section 6), salaries, benefits, work-related travel, phone, computer, printers, and other related non-labor expenses;
- Related service expenses for Special Education Students;
- Internet service provider subsidy for Full Time Students who demonstrate financial need and who request (on a one-subsidy per family basis) and as set in the budget process and to Program teachers and agreed upon Program administrators consistent with Board policies;
- Any computers and related expenses that may be provided to Full Time Students who demonstrate financial need and upon request and as set in the budget process (limited to one per Student, unless otherwise agreed in writing by Reimagine), consistent with Board policies;
- Proctored examinations, student test preparation, and related cost of exam administration to include facilities, equipment, and proctors;
- Academy outings, events, achievement incentive programs, face-to-face learning, coach training sessions, back to school events, competitions, and graduation ceremonies;
- Direct mail, printing, and related expenses for enrolled Students;
- Amounts due to Reimagine pursuant to Article VII Section 5 of this Agreement, including interest on past due amounts;
- Reimbursement of Costs under Article VII Section 2;
- Supplemental curriculum and other academic services as agreed to by the Board in writing;
- Reasonable legal fees for representation of the Board as it pertains directly to the Program;
- Insurance for the Academy, its board, and employees, if applicable, including directors and officers liability insurance, general liability insurance, worker's compensation coverage, property insurance, and other Academy insurance coverage as the Academy deems appropriate;

- Accounting and reporting, payroll processing, audit, and/or tax preparation fees directly associated with the Program;
- Use, sales, income, property, or other taxes, if any;
- Fees for required background investigations of Academy employees; and
- Facility expenses (e.g., utilities, property taxes, maintenance, improvements to the facility, office furniture, supplies, computers, servers, learning and tutoring center supplies, etc.).

## **ARTICLE VII** **FEES AND PAYMENT**

Section 1. Compensation for Services. In consideration of the value of the Services provided by Reimagine as specified in detail in **Exhibit A**, the Academy agrees to pay Reimagine 15% of the Program Revenues (the “**Fee**”) for each Fiscal Year of the Agreement. Payment for the Fee shall be made in accordance with Section 5 below. The Parties agree that the Fee amount is reasonable compensation for the provision of the Services.

Section 2. Reimbursement of Costs. In addition to the Fee, the Academy shall reimburse Reimagine for all costs reasonably incurred and paid by Reimagine in providing the Services specifically related to KPA. Such costs include, but are not limited to, Payroll Costs for employees assigned to work for or on behalf of the Academy, employer (Reimagine, or any subcontractor of Reimagine that is hiring personnel assigned to KPA,) portions of benefits for Reimagine, or any subcontractor of Reimagine that is hiring personnel assigned to KPA, employees, including, but not limited to, health, dental, vision, and life insurance, and 401(k) employer contributions if applicable - other expenses for equipment, software, supplies, special education, psychological services, and medical services.

If desired, the Board may advance funds to Reimagine, within Budget parameters, for such costs before such costs are incurred (rather than reimburse Reimagine after the expense is incurred). Specifically, Reimagine will invoice the Academy for advance payment of all Payroll Costs of Reimagine, or any subcontractor of Reimagine that is hiring personnel assigned to KPA, employees assigned to KPA.

Reimagine shall be advanced funds for Payroll Costs no later than the third business day preceding each payroll date for Reimagine, or any subcontractor of Reimagine, employees performing services at the Academy. Said funds shall be deposited by KPA into a payroll account designated by Reimagine. Reimagine must pay Reimagine, or any subcontractor of Reimagine, employees performing services at the Academy whether or not KPA pays Reimagine, however, if Payroll Costs have not been funded by the Academy by the payroll date, Reimagine may send, or direct any subcontractor of Reimagine that is hiring personnel assigned to KPA, to send lay-off notices to employees assigned to the Academy. At that time, Reimagine will also provide KPA an invoice for all accrued Reimagine, or any subcontractor of Reimagine,

staff wages (earned but not yet paid) for employees and staff assigned to the Academy for payment. KPA understands and agrees to pay Reimagine immediately upon receipt of Reimagine's invoice(s) for all accrued employee wages, benefits and other costs for Reimagine, or any subcontractor of Reimagine,, employees performing services at or on behalf of the Academy. For purposes of this Agreement, the "Payroll Date" shall be that date or dates established annually by Reimagine.

Reimagine will invoice KPA for reimbursement of all other costs with a detailed receipt of material or services provided. The Academy shall only reimburse for costs included in an annual operating budget approved by the Board or as amended during the academic year. In paying such costs on behalf of KPA, Reimagine shall not charge an added fee (or mark-up). Marketing and development costs paid by or charged to KPA shall be limited to those costs specific to the KPA program and shall not include any costs for the marketing and development of Reimagine. No corporate costs of Reimagine shall be charged to, or reimbursed by, the Academy.

Section 3. Funding and Payment Review. At the request of the Board or Reimagine, the Parties agree to meet to discuss whether to adjust the funding allocation and payment structure set forth in this Agreement. Unless the Parties mutually agree in writing to adjust the funding allocation and payment structure, same will remain in place until the Agreement is terminated or expires.

Section 4. Priority of Payments. Payments from the Program Revenues shall be paid in the following order of priority: (1) Program Expenses identified in Article VI Section 6 above to include all Program Payroll Costs and Reimbursement of Costs under this Article VII Section 2; and (2) the Fee payable to Reimagine.

Section 5. Invoicing and Payment of Fee. Reimagine will submit to the Academy a detailed invoice for the Services delivered for the prior calendar month. For any fees calculated as a percentage of Program Revenue, such fees will be calculated based upon the approved budget or subsequent updates in effect for the applicable calendar month and will be billed for services rendered on a monthly basis during the Term, even though Program Revenue may be received by the Academy beyond the expiration of the Term. Notwithstanding anything to the contrary, KPA will remit the monthly payments for the 15% Fee owed to Reimagine under Section 1 of Article VII within 3 calendar days of its receipt of the monthly state aid.

a. Location of Payment. All payments made hereunder will be made to Reimagine via an ACH or Wire Transfer to Reimagine to the account designated by each party.

b. Payment Date and Interest. All invoices payable to Reimagine are due within 30 days from the invoice date, excluding the monthly payments for the 15% Fee owed to Reimagine under Section 1 of Article VII (which shall be paid within 3 calendar days of KPA's receipt of its monthly state aid), and also excluding the advance of payroll costs under Section 2 Article VII (which shall be paid 3 days prior to payroll date). Advances will be due 30 days from the date the advance is made by Reimagine.

Academy agrees to pay interest on overdue Advances at a rate of prime, not to exceed 15% per annum. All other amounts past due and owing by the Academy to Reimagine will accrue interest at 1<sup>1</sup>/<sub>4</sub>% per month, but not to exceed 15% per annum on each overdue amount. The Academy shall not intentionally withhold payments due to Reimagine. Notwithstanding anything contained herein to the contrary, no interest shall be charged to the Academy for amounts owing when the basis for late payments is the Academy's lack of receipt of payment from the State.

c. Payment Out of Academy Funds of Reimagine Fees. After Reimagine provides proper invoicing documentation and the Board approves, the Board shall pay Reimagine the Fees and Reimbursement of Costs set forth in this Agreement.

d. Disputed Amounts. If the Academy disputes any charge invoiced by Reimagine ("**Disputed Amounts**"), the Board (or its authorized designee) must submit a good faith claim in writing regarding the Disputed Amount no later than 90 days after the then-current Fiscal Year audit regarding the Disputed Amount. If the Board (or its authorized designee) does not submit a documented claim to Reimagine within such time frame regarding such Disputed Amount, then notwithstanding anything in this Agreement to the contrary, the Board waives all rights to dispute and file any claim, excluding a claim for a material breach of this Agreement or fraud, thereafter regarding such Disputed Amount. The Parties shall use good faith efforts to resolve all disputes relating to this Agreement as set forth in Article XV. Either Party, however, may terminate this Agreement upon a 30 day prior written notice if the other Party materially breaches any provision of this Agreement and such material breach has not been cured within 90 days after receipt of a written notice from the aggrieved Party, except that either Party may invoke the dispute resolution process in Article XV to prevent such termination upon the ground that a material breach has been sufficiently cured and such termination shall be stayed. The intent of this provision is to allow termination for an uncured material breach and not merely based on a disputed claim to that effect. Upon termination of this Agreement, the non-breaching Party shall be entitled to seek any remedies for which it would be entitled at law or in equity.

## **ARTICLE VIII** **OTHER SCHOOLS**

The Parties acknowledge that Reimagine will have the right to render similar services to other persons or entities, including other public or private schools or institutions within and outside of the State ("**Other Schools**"). Reimagine will maintain separate accounts for reimbursable expenses incurred on behalf of KPA and Other Schools, if any. Reimagine shall not charge KPA any fee or cost for services of any nature whatsoever that are being provided to the Other Schools. All grants or donations received by KPA or by Reimagine for the specific benefit of KPA will be maintained in separate accounts and used solely for the KPA Education Program.

## **ARTICLE IX** **TERMINATION**

Section 1. Termination for Cause. The Parties shall use good faith efforts to resolve all disputes relating to this Agreement; however, either Party may terminate this Agreement at any time with 30 days' prior written notice to the other Party for cause. "Termination for cause" shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty, covenant, or obligation contained in this Agreement and a failure to cure such breach within 10 days after receiving written notification from the non-breaching Party.

Section 2. Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is suspended, revoked, or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminate on the same date as the Academy's Contract is suspended, revoked, or terminated without further action of the parties.

Section 3. Change in Applicable Law. If any change in Applicable Law enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of KPA or Reimagine to carry out its obligations under this Agreement, KPA or Reimagine, upon written notice to KPA or Reimagine (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If KPA or Reimagine are unable to renegotiate and agree upon revised terms within 120 days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the Academy Fiscal Year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students.

Section 4. Termination for Material Reduction in Program Revenue. Reimagine may terminate this Agreement in the event that there is a reduction in Program Revenue of 10% below the amount for the prior Fiscal Year. Reimagine shall notify the Board of its intent to terminate under this provision and provide the Board 30 days written notice so that the Parties may work together to find alternative funding or other means to offset the reduction in Program Revenue. If the Parties are unable to find additional revenue or other means in the 30 day timeframe, Reimagine may terminate this Agreement, and such termination shall be effective: (i) immediately upon written notice by Reimagine to the Board if notice or publication of such reduction is given at least 90 days prior to the commencement of the school year to which such reduction is applicable; or (ii) at the end of the school year upon written notice to the Board if notice or publication of such reduction is given during the school year to which such reduction is applicable.

Section 5. Failure to Cure. Any action or inaction by Reimagine that is not cured within 10 days of written notice thereof which causes the Charter Contract to be revoked, terminated, reconstituted, suspended, or which causes the Charter Contract to be put in jeopardy of revocation, termination, reconstitution, or suspension by the Authorizer is a material breach. KPA and Reimagine should make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, KPA and Reimagine agree to work cooperatively to transition

management and operations of the school without disrupting the school's operations. Reimagine shall perform this transition in a similar manner as described under Article IX Section 7 based upon completion of the then-current school period.

Section 6. Outstanding Payments Due. Except as otherwise agreed by KPA or Reimagine in writing, termination does not relieve either party of any obligations for outstanding as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

Section 7. Transition. The Board and Reimagine agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Board and Reimagine agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. In the event of termination of this Agreement for any reason by either party, or upon revocation of the Charter as provided under Section 2 of this Article before the end of this Agreement's term, Reimagine shall provide the Academy reasonable assistance for up to 120 days after the termination effective date. The Academy may, at the expiration of the 120-day transition period, extend the transition period for an additional 30 days; *provided*, that the Board has made a good faith effort to either engage a new Education Service Provider (ESP) or self-manage the Academy. Reimagine warrants and represents that it will not bind any individual and/or entity assigned to the Academy by contract or otherwise, in such manner that he/she would be unable to continue serving the Academy upon termination of this Agreement. Reimagine shall use its best efforts to assign, and to cause its subcontractors to accept such assignment, any contracts or agreements with any subcontractor to KPA or any successor ESP.

Section 8. Obligations upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration. Upon termination or expiration of the Agreement, or the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Reimagine shall, as applicable, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent/ legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Reimagine to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

Section 9. Amendment Caused by Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 503 of the Code, MCL 380.503; or (ii) to undergo a reconstitution pursuant to MCL 380.503, and of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the ESP shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

## **ARTICLE X**

### **INTELLECTUAL PROPERTY RIGHTS AND PROPRIETARY INFORMATION**

Section 1. KPA's Rights to Curriculum and Educational Materials. KPA shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the Academy and paid for with KPA funds; or (b) are or were developed by Reimagine at the direction of the Board using Academy funds.

Section 2. Reimagine's Rights to Curriculum and Educational Materials. Reimagine shall own, without restriction, all curriculum, educational materials, Reimagine's Dashboard and all other intellectual property and proprietary information owned by, developed by, or otherwise in the possession of Reimagine except as set forth in this Article.

Section 3. Non-Disclosure of Intellectual Property and Proprietary Information; Remedy for Breach. Except as specifically required by the Code or the Michigan Freedom of Information Act or other applicable law, the proprietary information and materials of Reimagine shall be held in strict confidence by the Academy.

During the Term of this Agreement and continuing for 3 years thereafter, both Parties agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever other than to comply with applicable laws, any such intellectual property and/or proprietary information without the prior written consent of the other party.

If a party uses or discloses such intellectual property and/or proprietary information in violation of this Section, the disclosing party shall: (a) be liable to the other party for all damages including, but not limited to, lost profits resulting from the breach; and (b) be obligated to reimburse the non-disclosing party for its legal costs and reasonable attorney fees related to the enforcement of this Section.

## **ARTICLE XI**

### **INDEMNIFICATION AND COOPERATION**

Section 1. Indemnification of Reimagine. To the extent permitted by law and without waiving any privileges or governmental immunities, KPA shall indemnify and save and hold Reimagine and all of its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by

reason of: (a) any willful noncompliance by the Board with any agreements, covenants, warranties, or undertakings of the Board contained in or made pursuant to this Agreement; (b) any misrepresentation or any breach of the representations and warranties of the Board contained in or made pursuant to this Agreement.

In addition, to the extent permitted by law and without waiving any privileges or governmental immunities, the Academy shall indemnify and reimburse Reimagine for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand, or suit. If desired, all or part of the indemnification obligations set forth in this Section may be met by the purchase of insurance by the Academy. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy. To the extent the Board shall be responsible for indemnification of Reimagine, the Board shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which Reimagine, and the Board are defended. Notwithstanding the foregoing, in no event shall the Board indemnify Reimagine for the attorney fees accrued by Reimagine in the regular course of business.

Section 2. Indemnification of the Academy. During the Term of this Agreement and continuing after any termination or the expiration of this Agreement, to the extent permitted by law, Reimagine shall indemnify and save and hold the Academy and all of its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of: (a) any willful noncompliance by Reimagine with any agreements, covenants, warranties, or undertakings of Reimagine contained in or made pursuant to this Agreement; (b) any misrepresentation or any breach of the representations and warranties of Reimagine contained in or made pursuant to this Agreement; (c) the gross negligence of Reimagine's directors, officers, employees, agents, or representatives, (d) any tortious conduct created or negligently maintained by Reimagine's directors, officers, employees, agents, or representatives, or (e) any material breach of any contract or agreement with a subcontractor.

In addition, Reimagine shall reimburse the Academy for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand, or suit. If desired by Reimagine, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by Reimagine. To the extent Reimagine shall be responsible for indemnification of the Academy, Reimagine shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which Reimagine and the Academy are defended. Notwithstanding the foregoing, in no event shall Reimagine indemnify the Academy for attorney fees accrued by Academy in the regular course of business.

The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of Reimagine.

Section 3. Immunities and Limitations. The Academy may assert all privileges, immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

Section 4. Responsibility of Academy. The Academy will be solely and entirely responsible for its acts and omissions and for the acts and omissions of the Board and its employees (if any) in connection with the performance of the Board's responsibilities under this Agreement; provided, however, that nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees, and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407. If Reimagine is made a party to any litigation involving claims arising out of or relating in any way to any alleged acts and/or omissions of the Board or its employees (if any), the Board will provide any reasonable assistance requested by Reimagine in the defense against such claims as long as such assistance does not adversely affect the Academy's ability to defend against such claims.

Section 5. Limitation on Liability.

a. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

b. IN NO EVENT WILL ACADEMY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO ESP PURSUANT TO THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Section 6. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party and, further, that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently and as timely as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services including, but not limited to, potential and actual issues related to employees or teachers as they arise. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services, such as providing testimony, records, and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure pursuant to the applicable law).

Section 7. Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the

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

## **ARTICLE XII** **INSURANCE**

Section 1. Academy Insurance. The Academy shall maintain such policies of insurance coverage in the amounts as required by the Contract. Reimagine shall comply with any reasonable information or recording requirements under the Academy's policies of insurance.

Section 2. Reimagine Insurance. Reimagine shall maintain separate general liability and umbrella insurance coverage, with the Academy listed as an additional insured on all policies. Reimagine shall maintain such policies of insurance in the amounts as required by the Contract and as recommended by industry standard insurer. In the event the Authorizer requests any changes in coverage by Reimagine, Reimagine agrees to comply with any change in the type or amount of coverage, as requested, within 30 days after notice of the insurance coverage change.

Section 3. Evidence and Notices. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance as required in this Article. The policies of insurance of each party shall also provide that the other party receive from the insurer(s) a minimum 30 day written notice of any termination of said policies.

Section 4. Workers' Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by State law, covering their respective employees working at or for the Program, if any.

## **ARTICLE XIII** **REPRESENTATIONS AND WARRANTIES**

Section 1. Representations and Warranties of Reimagine. Reimagine hereby represents and warrants to the Academy:

a. Organization and Good Standing. Reimagine is a company duly organized, validly existing, and in good standing under the laws of the State of Michigan.

b. Power and Authority; Authorization; Binding and Enforceable Agreement. Reimagine has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by Reimagine and constitutes the valid and legally binding obligation of Reimagine, enforceable against Reimagine in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

c. Financial. Reimagine has the financial ability and is in good financial standing with creditors or otherwise to perform the Services as described under this Agreement and in accordance with **Exhibit A**.

d. Performance of Services. Reimagine will perform the Services using personnel of required skill, experience, and qualifications, and in a professional manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

e. Compliance with Law. Reimagine is in compliance with and shall perform the Services in compliance with all applicable laws.

f. Intellectual Property. None of the Reimagine Intellectual Property infringes or will infringe on any intellectual property rights of any third parties and as of the date hereof, there are no pending or threatened claims, litigation, or other proceedings against Reimagine by any third party based on alleged violation of such intellectual property rights.

g. Copy of Authorizing Contract. Reimagine has received a copy of the Authorizer Contract and Reimagine's provision of the Services shall at all-time be in compliance with the applicable terms of the Authorizing Contract.

h. Non-Conformities. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware, or interfacing not supplied by or otherwise approved by Reimagine, or authorized contractors; or (b) resulting from inadequate or improper maintenance, modification, or usage by the Academy, its employees, or students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

Section 2. Representations and Warranties of the Academy. The Academy hereby represents and warrants to Reimagine:

a. Organization and Good Standing. The Academy is a nonprofit school of excellence corporation duly organized, validly existing, and in good standing under the laws of Michigan.

b. Power and Authority; Authorization; Binding and Enforceable Agreement. The Academy has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by the Academy and constitutes the valid and legally binding obligation of the Academy, enforceable against it in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

c. Provision of Authority to Reimagine. The Academy has provided and will provide Reimagine with all authority and power necessary and proper for Reimagine to undertake its responsibilities, duties, and obligations provided for in this Agreement.

d. Certain Provisions of the Charter. The Charter will, when approved, authorize the Academy to operate and receive the federal, state, and local education funds identified in this Agreement, as well as other revenues, and otherwise vests the Board with all powers necessary and desirable for carrying out the Program and other activities contemplated in this Agreement.

e. Renewal of the Charter. The Board will use best efforts to renew the Charter upon its expiration.

Section 3. Mutual Warranties. Each Party warrants to the other that there are currently no pending actions, claims, suits, or proceedings, to its knowledge, threatened against it which, if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

#### **ARTICLE XIV** **OFFICIAL NOTICES**

All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile (with confirmation of transmission by sender's facsimile machine); or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given: (i) date provided on return receipt; (ii) 2 days after mailing as described in clause (ii) of the foregoing sentence; (iii) on the date of personal delivery; or (iv) on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day). Electronic mail does not constitute official notice under this Agreement. The addresses of the Parties are:

**For Reimagine Education LLC:**

Andrew Hulbert, President  
7034 E. Court Street.  
Davison, MI 48423

**With Copy to:**

LeBeau Law PLC  
3131 S. State St., Suite 230  
Ann Arbor, MI 48108  
Attn: David LeBeau

**For Academy:**

Casey Alger, President  
Kalamazoo Prep Academy  
400 W Crosstown Parkway  
Kalamazoo, MI 49001

**With Copy To:**

Jarrod Trombley  
Warner, Norcross + Judd LLP  
150 Ottawa Ave. NW  
Grand Rapids, MI 49503

**ARTICLE XV**  
**DISPUTE RESOLUTION, VENUE, AND GOVERNING LAW**

Section 1. Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the other Party as listed above in Article XIV. If the dispute is not resolved after 10 calendar days from the receipt of such written notice, then the Parties shall escalate the effort to resolve to the KPA Board President and the Superintendent for Reimagine, who shall have 5 calendar days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following: (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures; and (ii) the relevant dispute is not resolved within the time periods provided. If the Parties are unable to informally resolve the dispute, the Parties will proceed to mediation and arbitration as set forth below.

Section 2. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the Parties' performance of their respective obligations under this Agreement shall first be communicated in writing to the other Party and mutually discussed between the Parties with an opportunity to cure, as set forth in Section 1. If no resolution can be determined through that mutual discussion, then the matter shall be submitted to mediation for resolution in Kalamazoo County, Michigan. Both Parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Kalamazoo County, Michigan, with such variations as the Parties and the mediator unanimously accept. A cause opinion (written explanation) shall be required as to the final decision. The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available. The Parties will share equally in the costs of the mediation including forum fees, expenses and charges of the mediator.

Section 3. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters with the exception of Reimagine's right to injunctive relief pursuant to Section 4 below, in the event the Academy breaches Article X, entitled "Intellectual Property Rights and Proprietary Information" and the Sections relative to Reimagine thereunder. The Parties shall mutually agree upon a single arbitrator. If the Parties cannot mutually agree upon an arbitrator, the Parties shall select a single arbitrator in accordance with the rules and procedures of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Kalamazoo County, Michigan, with such variations as the Parties and the arbitrator unanimously accept. The arbitrator's award shall be final and binding, except as set forth in Section 4 below. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction, by any Party, without the consent of the other Party. Circuit Court Kalamazoo County, Michigan or the federal court, Western District of Michigan. Any determination by a mediator or arbitrator shall be set forth in a cause opinion (written explanation) as to the final decision. Except as may be required by law, neither a Party nor an arbitrator or mediator may disclose the existence, content, or results of any decision hereunder without the prior written consent of both Parties, except that the Authorizer shall be notified of said decision and, upon request, the cause opinion shall be made available to the Authorizer. The Parties shall split the cost of the arbitrator, including forum fees, expenses and the charges of the arbitrator. Each party shall be responsible for its own costs and attorney fees associated with the mediation and the arbitration.

Section 4. Injunctive Relief. Notwithstanding the foregoing dispute resolution procedures, the Academy acknowledges that in the event it breaches any provision contained in Article X, entitled "Intellectual Property Rights and Proprietary Information" and the corresponding Sections applicable to Reimagine, Reimagine may suffer irreparable harm in which the full extent of damages may be impossible to ascertain, and monetary damages may not be an adequate remedy. As such, in its sole discretion, Reimagine may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above. Reimagine will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. The decision by Reimagine not to seek judicial relief during the above-described dispute resolution procedures will not create any inference regarding the presence or absence of irreparable harm.

Section 5. Governing Law. The laws of the State of Michigan, without regard to its conflict of law provisions, will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement.

Section 6. Governmental Immunity. No provision of this Agreement shall restrict the Board from waiving its governmental immunity or require the Board to assert, waive, or not waive its governmental immunity.

## **ARTICLE XVI** **MISCELLANEOUS**

Section 1. Exercise of Approval or Consent Rights. In performing services and other obligations under this Agreement or in exercising rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines “in its sole judgment” or “its sole discretion,” or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

Section 2. Force Majeure. Notwithstanding any other sections of this Agreement, no Party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage, or other acts beyond its reasonable control and unrelated to its fault or negligence.

Section 3. Entire Agreement. This Agreement, including **Exhibit A** hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations, and understandings.

Section 4. Counterparts; Facsimile Transmissions. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or photographic signature pages as if such facsimile or photographic signature pages were originals.

Section 5. Amendment. This Agreement shall not be altered, amended, modified, or supplemented except in a written document executed by a duly authorized representative of each Party and must be done in a manner consistent with the Charter Contract and the Authorizer’s ESP Policies.

Section 6. Effect of Headings. The underlined headings are included for the convenience of the reader and if the underline headings are inconsistent with the other text, the underlined heading shall be disregarded.

Section 7. Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

Section 8. Interpretation. The Parties acknowledge and agree that the terms and provisions of this Agreement will be construed fairly as to all Parties and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

Section 9. Severability. In the event any term, provision, or restriction is held to be illegal, invalid, or unenforceable in any respect, such finding shall in no way affect the legality, validity, or enforceability of all other provisions of this Agreement.

Section 10. No Third-Party Rights. This Agreement is made for the sole benefit of the Academy and Reimagine. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

Section 11. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to Reimagine any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with all applicable laws. To the extent that any of the services to be provided by Reimagine are found to be overbroad or an invalid delegation of authority by the Board, such services will be limited to the extent necessary to make the services valid and binding. The parties agree to comply with all applicable laws.

Section 12. Survival of Termination. All representations, warranties, indemnities and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

[Signatures to Follow on Next Page]

For and on behalf of

Kalamazoo Prep Academy  
Board of Directors

Signed: Casey Alger

Name: Casey Alger

Date: 6/10/26

For and on behalf of

Reimagine Education, LLC

Signed: Andrew D. Hulbert

Name: Andrew D. Hulbert

Date: 6/10/26

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY REIMAGINE TO KALAMAZOO PREPACADEMY**

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The purpose of this Exhibit A is to more specifically describe the Services to be provided by Reimagine pursuant to the Agreement.

During the Term, Reimagine and its subcontractors will provide or cause to be provided to the Board the Services. Notwithstanding the foregoing, no Services shall be provided for the purpose of benefiting the Board, the Academy, or any personnel or students for any Academy year beyond the Term. Reimagine's responsibility is expressly limited by: (i) the budget Reimagine and KPA agree upon pursuant to the terms of this Agreement, and (ii) the availability of Program Revenue to pay for said services. Reimagine shall not be required to expend KPA funds on Services in excess of the amount set forth in the budget. The Services to be provided, in accordance with the Agreement, as Reimagine determines in its reasonable discretion are as follows:

A. Reimagine shall manage the Educational Program (defined in Article 1.8 Section B of the Agreement). Substantive modification of the Educational Program may only occur with the prior written consent of the Board and, if required, an amendment to the Authorizing Contract which requires Authorizer approval.

B. Educational Academy Consulting. Propose and implement educational goals, methods of pupil assessment, school policies, school calendar, school day schedule, and age and grade range of pupils to be enrolled in the Academy. Reimagine's recommendations for the Academy will be consistent with the Agreement, Applicable Law, and the Charter.

C. Reimagine may perform functions other than instruction, including but not limited to purchasing, professional development and administrative functions off-site as permitted by the Revised Academy Code. Student records are the property of KPA and shall be maintained by Reimagine in compliance with applicable laws and KPA policies.

D. Although the Board shall be responsible for establishing and implementing recruitment admission policies in accordance with the Educational Program and the Authorizing Contract, Reimagine shall assist the Academy with management of the Academy's admission and student enrollment process in accordance with this Agreement and such policies provided that the policies are in compliance with the Authorizing Contract and applicable laws.

1. Family Services. Plan and arrange school orientation sessions. Assist with the design and implementation of parent orientation sessions. Field and respond to incoming calls, letters, faxes, and e-mails received by Reimagine about the Academy, its curriculum, the application/enrollment process, instructional materials, etc. Conduct exit interviews with select Students and their parents who withdraw in order to learn more about how to improve the program for Students.

2. Academy Feedback. Obtain feedback on how to improve the Academy and curriculum, as appropriate. Create methods for Students, their parents, and teachers to submit comments and suggestions; implement improvements where Reimagine deems them to be valuable.

E. Student Discipline. Provide necessary information and cooperate with Board (or its designated Academy staff) on the handling of student disciplinary matters including, without limitation, attendance and truancy matters. Reimagine will recommend policy and procedures for Board adoption consistent with Applicable Law and the body of this Agreement.

F. Reimagine shall administer and manage the Educational Program in a manner which shall meet federal, state and local requirements, the requirements imposed under the Code and the Authorizing Contract.

G. In order to supplement and enhance the school aid payments received from the state of Michigan, and improve the quality of education at KPA, Reimagine shall assist in any endeavors to obtain revenue from other sources (the “**Funding Sources**”), and in this regard:

1. KPA and/or Reimagine with prior Board approval may solicit grants and donations in the name of KPA from various Funding Sources consistent with the mission of KPA in furtherance of the Educational Program;

2. KPA and/or Reimagine with prior Board approval may apply for and receive grant money in the name of KPA from various Funding Sources for activities outside of the Educational Program;

3. All funds, other consideration, or property purchased with such funds, received by KPA, or Reimagine on behalf of KPA, from such other revenue sources (generally, the “**Additional Revenue**”) shall inure to, and be the deemed property of, KPA.

H. Reimagine may subcontract, any and all aspects of the Services, only as permitted under the Applicable Law and this Agreement; Reimagine shall not mark up any costs related to providing the Services.

I. Reimagine agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with KPA’s obligations under its Authorizing Contract issued by the Authorizer. The provisions of KPA’s Authorizing Contract shall supersede any competing or conflicting provisions contained in this Agreement.

J. Reimagine shall timely provide reasonably requested or expected information to the Board on a monthly basis, or upon the Board’s reasonable request, to enable the Board to monitor Reimagine’s performance under this Agreement.

K. Reimagine shall implement pupil performance evaluations consistent with the Educational Program and applicable law, which permit evaluation of the educational progress of

each KPA student. At a minimum, Reimagine shall utilize assessment strategies required by applicable law, the Educational Program and the Authorizer. KPA and Reimagine will cooperate in good faith to identify other measures of and goals for students and school performance.

L. Special Education Students: Reimagine may assist the Board with approving enrollments for Special Education Students in accordance with related policies and Applicable Law. Reimagine will provide general education curriculum and, upon request, make referrals for related service providers for the Board to consider. Reimagine will complete an annual IDEA audit for the Academy.

M. ELL and 504 Students: Reimagine may assist the Board with its ELL and 504-related obligations by providing translation assistance during enrollment for ELL Students (and their guardians). Reimagine will provide general education curriculum and, upon request, make referrals for services to ELL and 504 Students for the Board to consider. Reimagine shall conduct an annual review of the Academy's 504 and ELL services.

N. Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs which support the Academy's mission and goals and are budgeted during the annual budgeting process and mutually agreed upon by Reimagine and the Board.

O. Reimagine shall be directly accountable to the Board for the administration and, operation of KPA in accordance with the Authorizing Contract and applicable laws. Reimagine shall not expend KPA funds in excess of the amount set forth in the KPA annual Budget, as amended, and shall promptly notify the Board when Budget assumptions are not realized, and promptly propose corresponding Budget amendments.

P. Reimagine shall be responsible for the administration and operation of KPA which includes:

1. implementation and administration of the Educational Program;
2. management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement; and
3. aspects of the business administration of KPA, typical of public schools, unless otherwise specified in writing by the Board.

Q. Except as otherwise provided in this Agreement, Reimagine shall maintain all student and financial records relating to KPA, and the same shall be safeguarded and made available for public inspection upon reasonable request consistent with applicable laws. All student and financial records will remain the property of KPA.

1. Reimagine will maintain and keep Academy records and books at the Facility. Reimagine may maintain electronic or paper copies of records and provide other

services elsewhere unless prohibited by Applicable Law. In either case, electronic and paper copies of records are school property and will be made available to the Academy upon request at the Academy's physical facilities. The Board recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act and the State open records act, Reimagine has a legitimate educational interest for purposes of the Board and its staff disclosing to Reimagine the Academy student's educational records.

2. Reimagine will maintain financial records pertaining to the operation of the Academy and will retain all such records for a period of 7 years (or longer if required by Applicable Law or archival or litigation purposes) from the close of the Fiscal Year to which such books, accounts, and records relate. Physical and electronic financial records are school property and will be made available to the Academy upon request at the Academy's physical facilities.

3. Reimagine will maintain student educational records pertaining to students enrolled in the Academy in the manner required by Applicable Law and retain such records on behalf of Board at the Facility until this Agreement is terminated, at which time such records will be retained by and become the sole responsibility of Board.

4. Ensure accessibility of Academy educational, financial and student records to the Board, its independent auditor, and the State for completion of audits required by Applicable Law. The Parties acknowledge that all Academy-related educational, financial and student records are the property of the Academy Board and are subject to the provisions of the Michigan Freedom of Information Act. All records shall be physically or electronically available, upon request, at the Academy's physical facilities. No provision of this agreement restricts the University's or the public's access to the Academy's records.

R. Reimagine shall provide the Board with:

1. a draft projected annual budget that complies with applicable law, related to the Services in accordance with the Authorizing Contract and the Educational Program. Such draft projected annual budget shall be delivered to KPA by not later than June 1<sup>st</sup> of each year, and revisions to the draft projected annual budget shall be delivered by not later than June 15<sup>th</sup> or the date of the KPA June board meeting each year, whichever occurs later;

2. detailed monthly statements of all revenues received, from whatever source, with respect to KPA, and detailed budgets with statements of all direct expenditures (with details) for the Services rendered to or on behalf of KPA consistent with Article VI, Section 4 of this Agreement;

3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at KPA, however, it is acknowledged that only KPA shall select and retain auditors and KPA shall contract directly with any auditor of its choice, and Reimagine will cooperate with the production of any and all documents

necessary for the audit of KPA. Any such audit and audit materials shall be the property of KPA;

4. other information as reasonably requested by the Board to enable the Board to monitor KPA's performance under the Agreement; and

5. other information as necessary for the Board's independent auditor to generate annual audited financial statements for KPA within 90 days of fiscal year end.

S. Reimagine shall provide to the Board all information required by the Charter and, at least annually, the following information related to KPA to ensure that KPA can comply with the following statutory reporting requirements, including, but not limited to, MCL 380.523c and MCL 388.1618 and the following:

1. Each health care benefits plan, including, but not limited to, medical, dental, vision, disability, long-term care, or any other type of benefits that would constitute health care services, offered to any individual assigned to work at KPA.

2. The KPA audit report conducted for the most recent fiscal year for which it is available.

3. The bids required under section 5 of the public employee health benefits act, 2007 PA 106, MCL 124.75.

4. The total salary and a description and cost of each fringe benefit included in the compensation package for the Reimagine, or any subcontractor of Reimagine, employee assigned as KPA Academy Director and for each KPA employee assigned to provide Services for KPA under this Agreement whose salary exceeds \$100,000.00.

5. The annual amount spent on dues paid to associations.

6. The annual amount spent on lobbying or lobbying services. As used in this subdivision, "lobbying" means that term as defined in section 5 of 1978 PA 472, MCL 4.415.

7. All of the same information that a school district is required to disclose under section 18(2) of the state school aid act of 1979, MCL 388.1618, for the most recent school fiscal year for which that information is available, and make all of such information available through a link on the KPA website homepage, in a form and manner prescribed by the Michigan Department of Education.

S. Access to Records. Reimagine shall keep accurate financial records pertaining to its operation of KPA, together with all KPA financial records prepared by or in the possession of Reimagine and retain all such records in accordance with the State Record Retention Policy, Bulletin 522, as amended. Reimagine shall make information concerning the operation and management of KPA, including without limitation, the information described in Schedule 8 of

the Authorizing Contract, available to KPA as deemed necessary by the Board in order to enable KPA to fully comply with the Authorizing Contract.

T. Reimagine shall determine staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Educational Program and Charter. Reimagine, or any subcontractor of Reimagine, shall be the employer of all teachers and staff assigned to KPA. All Payroll Costs are Program expenses as outlined in the Agreement.

U. Reimagine, or any subcontractor of Reimagine, shall provide KPA with such teachers, qualified in the applicable grade levels and subjects approved by the Board and consistent with the Authorizing Contract. Reimagine shall ensure that the curriculum taught by teachers is the curriculum set forth in the Authorizing Contract. Each teacher assigned to KPA shall hold a valid teaching certificate issued by the State Board of Education under the Code, to the extent required under the Code and all other requirements as established by the Michigan Department of Education, the Authorizer, and state and federal law.

V. Reimagine, or any subcontractor of Reimagine, shall provide support staff, in compliance with the Charter and within Budget parameters, qualified in the areas required for Reimagine to satisfy its responsibilities to KPA. The parties anticipate that such support staff may include clerical staff, administrative assistants and director, bookkeeping staff, maintenance personnel, and the like.

W. Reimagine, or any subcontractor of Reimagine, shall pay social security, unemployment, and any other taxes required by law to be paid on behalf of Reimagine, or any subcontractor of Reimagine, employees assigned to KPA. Unless required by applicable laws, Reimagine shall not make payments to the Michigan Public Academy Employees' Retirement System or any other public retirement system.

X. Reimagine, or through any subcontractor of Reimagine, , will be responsible for all necessary employee pension and welfare benefit plan requirements as required by law.

Y. Reimagine, nor its subcontractors, shall not assign any of its employees, agents, or other individuals to perform any Services under this Agreement except as permitted under Revised Academy Code Sections 1230, 1230a, 1230b, and related provisions of the Code pertaining to criminal background checks and unprofessional conduct checks. Reimagine shall conduct criminal background checks and unprofessional conduct checks on its employees that are assigned to KPA and all subcontractors' assigned to regularly and continuously work under contract in KPA as required by law, as a public school academy under the Code.

Z. Authorizer Policies and Charter Renewal. Assist the Board in complying with applicable Authorizer policies as reasonably interpreted to apply to the Academy. Assist the Board with drafting the Academy's Charter renewal application, including working with the Board to develop any necessary budgetary and curriculum information. Support Board members in their preparation to present and defend the Academy's Charter renewal application before the Authorizer.

AA. Additional Administrative Services. Any other services as agreed to in writing by the Parties from time to time.

## **SCHEDULE 7**

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

The Academy will comply with the requirements of MCL 380.503(q) and is required to list "authorized by Grand Valley State University" on property signage, promotional materials, footer of its website pages, and student applications.

**SCHEDULE 7-1**

**EDUCATIONAL GOALS AND PROGRAMS**

## SCHEDULE 7-1

### EDUCATIONAL GOALS

Alternative Education Programs (AEPs) at Grand Valley State University (GVSU) are designed to support students who struggle in traditional school settings, often due to significant academic and social challenges. These non-traditional programs focus on helping students recover credits and re-engage with their education, particularly those who are off the typical path to graduation. Recognizing the unique mission of these programs and the students they serve, GVSU uses alternative metrics to evaluate the quality of the educational program.

School performance of our AEPs will be evaluated across four domains: student growth in reading and math, high school credit attainment, and weekly engagement. A detailed methodology guides how students are grouped and assessed, with differentiated target expectations depending on their academic history. On an annual basis, Grand Valley State University will report school progress across these four domains as either Meets, Partially Meets, or Does not Meet as defined by specific thresholds for each evaluation domain. The ultimate goal is to ensure each student's progress is accurately measured and supported, paving the way for meaningful educational advancement.

#### Academic Achievement

As measured by student credit attainment and positive engagement, the school's percentage of students who achieve the target for their respective group in these domains. Students will be placed in groups based upon the credits completed in the prior year.

#### Academic Growth

As measured by the NWEA MAP Growth Assessment for both Reading and Math, the school's percentage of total students tested who achieve the target for their respective group in these domains. Students will be placed in groups based upon the credits completed in the prior year.

Date: 5/26/26

Cozy Alger  
Board President/Vice President Signature

#### Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the KPA Board of Directors at a properly noticed open meeting held on the 15th day of April, 2026 at which a quorum was present.

Richard Wallace  
Board Secretary

**SCHEDULE 7-2**

**CURRICULUM**

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



**KALAMAZOO**  
PREP ACADEMY

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# **HIGH SCHOOL CURRICULUM GUIDE**

2026-2027

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## MISSION

Kalamazoo Prep Academy provides high-quality, flexible educational opportunities for students who have experienced barriers to traditional schooling. The academy is committed to ensuring that all students receive rigorous, standards-aligned instruction while benefiting from individualized support structures that promote academic success, personal growth, and postsecondary readiness.

KPA seeks to develop responsible, resilient, and career-ready graduates by providing meaningful learning experiences that foster critical thinking, communication, collaboration, and problem-solving. Through personalized learning pathways, blended instruction, and targeted intervention, KPA supports students in achieving mastery of academic content while preparing for success beyond high school.

## VISION

Kalamazoo Prep Academy will serve as a leading model for student-centered, mastery-based learning in alternative education. The academy is dedicated to creating a learning environment where all students are supported, challenged, and empowered to achieve their full potential.

KPA envisions a school community where students develop the academic, social, and career readiness skills necessary to succeed in college, careers, and life. Through innovative instructional practices and strong student support systems, the academy strives to provide equitable access to high-quality educational opportunities for all learners.

## SCHOOL PHILOSOPHY

Kalamazoo Prep Academy believes that all students are capable of learning and achieving at high levels when provided with appropriate support, engaging instruction, and meaningful relationships. The academy recognizes that students learn in different ways and at different paces, and instruction is designed to accommodate diverse academic and social-emotional needs.



KPA is committed to creating a safe, respectful, and supportive learning environment where students are encouraged to take ownership of their learning and develop the confidence necessary for lifelong success.

## **INSTRUCTIONAL MODEL**

Kalamazoo Prep Academy utilizes a blended learning instructional model that integrates Subject.com digital curriculum with high-quality teacher-led instruction. This model is intentionally designed to balance flexibility with rigor, allowing students to progress at an individualized pace while still receiving direct instruction, guided practice, and targeted intervention.

Students engage in both asynchronous and synchronous learning experiences. Teachers facilitate instruction through direct teaching, small-group intervention, conferencing, and individualized support. Subject.com coursework provides standards-aligned digital learning experiences that include multimedia instruction, guided practice, assessment opportunities, and embedded academic supports.

Instruction at KPA emphasizes mastery-based progression, student engagement, critical thinking, and real-world application of academic skills.

## **INSTRUCTIONAL FRAMEWORK**

Instruction at KPA is grounded in a comprehensive framework designed to ensure consistency, rigor, and responsiveness to student needs.

### **Universal Design for Learning (UDL)**

KPA utilizes Universal Design for Learning principles to ensure that all students have equitable access to instruction. Teachers provide multiple means of engagement, representation, and expression to support diverse learning styles and needs.

### **Mastery-Based Learning**

Students progress through coursework based on demonstrated competency rather than seat time alone. Instruction includes opportunities for reteaching, reassessment, and differentiated support to ensure that students master essential standards and skills.



## **Data-Driven Instruction**

Teachers utilize multiple data sources, including Subject.com performance data, NWEA MAP Growth assessments, classroom-based evaluations, and formative assessments to guide instructional decisions and intervention planning.

## **Student-Centered Learning**

Students are encouraged to take ownership of their learning through goal setting, progress monitoring, reflection, and individualized learning pathways.

# **MULTI-TIERED SYSTEM OF SUPPORTS (MTSS)**

KPA implements a comprehensive Multi-Tiered System of Supports designed to provide academic, behavioral, and social-emotional support for all students.

## **Tier 1: Core Instruction**

All students receive high-quality, standards-aligned instruction delivered through the academy's blended learning model.

## **Tier 2: Targeted Intervention**

Students identified through data analysis receive targeted support through small-group intervention, skill remediation, and additional instructional time.

## **Tier 3: Intensive Support**



Students requiring significant support receive individualized intervention plans that may include one-on-one instruction, behavioral support, counseling services, and collaboration with special education staff.

## **GRADUATION REQUIREMENTS**

Kalamazoo Prep Academy requires students to complete coursework aligned with the Michigan Merit Curriculum.

### **Credit Requirements**

- English Language Arts – 4 Credits
- Mathematics – 4 Credits
- Science – 3 Credits
- Social Studies – 3 Credits
- Health/Physical Education – 1 Credit
- Visual, Performing, and Applied Arts – 1 Credit
- World Language – 2 Credits
- Reading Proficiency – .5 credit
- Math Proficiency - .5 credit

Students are expected to complete all required coursework and demonstrate readiness for postsecondary opportunities.

### **Graduation from Kalamazoo Prep Academy**

1. Graduation from Kalamazoo Prep Academy implies that students have satisfactorily completed an approved course of study, have met the requirements laid forth via the Michigan Merit Curriculum and have passed any examinations and/or other requirements established by the school district.
2. It is the responsibility of the Director of Academic Progress, School Leader, and Supervisor of Academic Progress to maintain a record system that will adequately provide the information necessary to assure that the above policy is enforced.
3. Although students may be primarily grouped by age into grades 9-12, the movement of students through the curriculum will be based strictly on their individual progress.



4. Kalamazoo Prep Academy requires 19 credits to graduate. Of those, 18 credits are courses set forth from MDE and the Michigan Merit Curriculum and the remaining 1(one) credit is earned from successful completion of reading and math proficiency courses. (see below for more information)

## **State of Michigan Graduation Requirements**

**19 Credits are required to earn a Kalamazoo Prep Academy Diploma**

### **SUBJECT AREA DESCRIPTION PERSONAL CURRICULUM (PC) MODIFICATIONS\***

**(4 credits)**

1 credit in each 9th,  
10th, 11th, 12th (No  
modification)

**English  
Language Arts**

|                                    |                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Mathematics<br/>(4 credits)</b> | 1 credit in Algebra<br>1 credit in Geometry<br>1 credit in Advanced Algebra<br>(Alg.II) 1 credit in a math or<br>math-related course<br>A math or math-related<br>course is required in the<br>final year of high school | Complete 3.5 math credits<br>Complete a math or<br>math-related course in final<br>2 years of HS<br>Modify Advanced Algebra<br>credit if: Complete just ½<br>credit of Advanced Algebra<br><br>Complete a CTE program with<br>same content as Advance<br>Algebra<br><br>Complete ½ credit of<br>statistics, functions and<br>data analysis, or<br>technical math |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                |                                                                                                                                                                  |                 |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Science<br/>(3 credits)</b> | 1 credit in Biology<br>1 credit in Physics or<br>Chemistry 1 credit in any<br>science, computer science<br>or Career & Technical<br>Program (CTE) (regardless of | No modification |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|



|                                                        |                                                                                                                                                                     |                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                        | content)                                                                                                                                                            |                                                                                                                                                                                                                                                                                          |
| <b>Social Studies<br/>(3 credits)</b>                  | .5 credit in Government<br>.5 credit in Economics<br>1 credit in U.S. History<br>1 credit in World History                                                          | No modification of Civics<br>No modification until 2 credits of Social Studies completed<br>Exchange 1 credit of social studies (not Civics) for an additional credit in English, math, science, or world language<br>Exchange 1 credit of social studies (not Civics) for a CTE program |
| <b>Physical Education and Health<br/>(1 credit)</b>    | .5 credit in Physical Education .5 credit in Health                                                                                                                 | Exchange ½ credit of Physical Education for additional credit in English, math, science, or world language<br>Exchange ½ credit of Physical Education for a CTE program<br>No modification of Health                                                                                     |
| <b>Visual, Performing, Applied Arts<br/>(1 credit)</b> | 1 credit in Visual, Performing, and Applied Arts (VAPA)                                                                                                             | Exchange 1 credit of VAPA for additional credit in English, math, science or world language<br>Exchange 1 credit of VAPA for a CTE program                                                                                                                                               |
| <b>World Language (2 credits)</b>                      | 2 credits in a World Language<br>1 of the 2 credits may be earned through a CTE Program.<br><br>1 of the 2 credits may be earned through an additional VAPA credit. | No modification                                                                                                                                                                                                                                                                          |
| <b>Online Learning Experience</b>                      | One experience or multiple experiences incorporated into one                                                                                                        | No modification                                                                                                                                                                                                                                                                          |



|                                                     |                                                                                                                                                    |     |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| <b>Reading Proficiency **<br/>(MCA Requirement)</b> | One credit total in reading and math proficiency courses in which the student demonstrates at least a 9th grade reading level as measured by NWEA. | N/A |
|-----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----|

\*Additional modifications may apply to transfer students who have completed two years of high school.

\*\*Modifications may apply to transfer students coming in during their 12th grade year or students receiving special education or EL services.

### **High School Graduation Requirement for World Language Meeting the Requirement and Verifying Proficiency**

Kalamazoo Prep Academy uses the following criteria to determine credit toward the world language and proficiency requirement:

#### **Two Credits**

Students may earn the two (2) world language credits by successfully:

- Completing two (2) credits in the SAME world language at the high school level (Grades 9-12); or
- Demonstrating learning beyond the K-12 classroom (e.g., formal schooling abroad, study abroad programs, college coursework, home or heritage languages, online courses, or other life experiences). Formal documentation of equivalent proficiency is required. (Novice High-level is equivalent to two (2) credits or two (2) semesters in a foreign school)
- Providing formal documentation of proficiency developed through an alternative route including translated, official school transcript/report card documenting continuous and successful school experiences of at least one (1) academic year in which classes were conducted in the language for which credit is sought.

#### **One Credit**

Students may earn the one (1) world language credit by successfully:

- Completing one (1) credit in a world language at the high school level (Grades 9-12); or



- Demonstrating learning beyond the K-12 classroom (e.g., formal schooling abroad, study abroad programs, college coursework, home or heritage languages, online courses, or other life experiences). Formal documentation of equivalent proficiency is required. (Novice Mid-level is equivalent to one (1) credit or one (1) semester in a foreign school)
- Providing formal documentation of proficiency developed through an alternative route including translated, official school transcript/report card documenting continuous and successful school experiences of at least one (1) academic semester in which classes were conducted in the language for which credit is sought.

### **Language Options**

Students may fulfill the world language requirement using any of the following options:

- Languages that are both written and spoken (e.g., Spanish and French) •  
Languages that are no longer spoken (Latin)
- Other languages as available (e.g., American Sign Language, Arabic, Japanese, Mandarin)

## **ASSESSMENT SYSTEM**

KPA utilizes a comprehensive assessment system designed to monitor student growth, measure mastery of standards, and guide instructional decisions.

Students participate in:

- Michigan Merit Exam (MME)
- NWEA MAP Growth Assessments
- WIDA Assessments for English Learners
- Subject.com mastery assessments
- Teacher-created formative and summative assessments

Assessment data is used to identify learning gaps, inform intervention planning, and support individualized instruction.



# **ACADEMIC POLICIES**

## **Attendance Policy**

Regular attendance and active participation are essential components of student success at Kalamazoo Prep Academy. Students are expected to engage consistently in both digital coursework and teacher-led instructional activities. Attendance is monitored daily through participation, coursework completion, teacher interaction, and instructional engagement.

Students demonstrating attendance concerns may be referred for intervention through the academy's MTSS process. Parent communication, attendance contracts, counseling support, and individualized intervention plans may be utilized to support improved attendance and engagement.

## **Grading Policy**

KPA utilizes standards-aligned grading practices designed to reflect student mastery of course objectives and academic standards. Grades are based on demonstrated understanding, completion of coursework, assessments, participation, and mastery-based progression.

Students are provided opportunities for reassessment and reteaching to support academic growth and mastery of essential skills.

## **Credit Recovery**

Credit Recovery courses are designed to provide students with opportunities to recover previously failed credits through individualized pacing, blended instruction, targeted intervention, and mastery-based assessment.

Students enrolled in Credit Recovery courses receive teacher support, progress monitoring, and intervention designed to accelerate learning while ensuring mastery of required standards and content expectations.



## **Testing Out Policy**

Students may earn credit through testing out procedures in accordance with Michigan law and district policy. Students demonstrating mastery of course content through assessment may be awarded credit without completing the traditional course sequence.

## **Dual Enrollment**

Eligible students may participate in dual enrollment opportunities to earn college credit while completing high school graduation requirements. Participation is based on academic readiness, eligibility requirements, and counselor approval.

## **Academic Integrity**

Students are expected to maintain high standards of honesty and integrity in all academic work. Plagiarism, cheating, misuse of technology, and academic dishonesty may result in disciplinary action and academic consequences.

## **Online Learning Expectations**

Students enrolled in blended and digital coursework are expected to actively participate in Subject.com instructional activities, complete assigned coursework, communicate with instructors, and demonstrate responsible digital citizenship.

Students are expected to utilize technology appropriately and adhere to all school policies related to digital learning and online conduct.

# **STUDENT SUPPORT SERVICES**

Kalamazoo Prep Academy provides a comprehensive continuum of support services designed to meet the academic, behavioral, social-emotional, and transition needs of students.

## **Academic Intervention Support**

Students demonstrating academic skill gaps receive targeted intervention through small-group instruction, individualized support, tutoring opportunities, and progress monitoring. Intervention



services are aligned to student needs identified through assessment data, classroom performance, and teacher recommendations.

## **Counseling Services**

School counseling services support students in academic planning, postsecondary readiness, social-emotional development, conflict resolution, and career exploration. Counselors collaborate with students, families, teachers, and community agencies to support student success and well-being.

## **Special Education Services**

Students with disabilities receive services in accordance with the Individuals with Disabilities Education Act (IDEA). Individualized Education Programs (IEPs) are developed and implemented to ensure access to the curriculum and support student success.

Special education staff collaborate with classroom teachers to provide accommodations, modifications, intervention, and individualized instructional support.

## **Section 504 Services**

Students requiring accommodations under Section 504 receive support designed to ensure equitable access to educational opportunities and instructional programming.

## **English Learner Services**

English Learners receive language development support, instructional accommodations, and targeted intervention designed to improve English proficiency while ensuring access to grade-level curriculum and instruction.

## **Title I Services**

As a Title I-supported program, KPA provides additional academic support and intervention opportunities designed to improve student achievement and close learning gaps.



## Postsecondary and Transition Planning

Students receive support in career exploration, workforce readiness, college planning, transition goal development, and postsecondary preparation. Staff assist students in identifying career interests, developing employability skills, and planning for future success.

## Social-Emotional Support

KPA recognizes the importance of supporting the whole child. Social-emotional supports may include referrals to counseling services, behavioral intervention planning, mentoring, conflict resolution, and community resource referrals.

## Family and Community Partnerships

KPA values collaboration with families and community organizations to support student success. Communication between school staff, students, and families is encouraged to strengthen student engagement and academic achievement.

# MATHEMATICS COURSE DESCRIPTIONS

| Course                | Credits | Grade Level |
|-----------------------|---------|-------------|
| Algebra 1 A/B         | 1.0     | 9-12        |
| Algebra 1 A/B CR      | 1.0     | 9-12        |
| Algebra 2 A/B         | 1.0     | 10-12       |
| Algebra 2 A/B CR      | 1.0     | 10-12       |
| Geometry A/B          | 1.0     | 9-12        |
| Geometry A/B CR       | 1.0     | 9-12        |
| Financial Literacy I  | 0.5     | 9-12        |
| Financial Literacy II | 0.5     | 9-12        |



Math Proficiency      Elective Credit      9-12

Each mathematics course is aligned to Michigan Merit Curriculum expectations and integrates Subject.com digital coursework with teacher-led instruction, targeted intervention, and mastery-based progression.

## **Algebra 1 A/B**

Algebra I serves as the foundational mathematics course in the high school sequence. Students develop algebraic reasoning, problem-solving skills, and the ability to model real-world situations mathematically.

### **Course Objectives**

- Develop fluency in solving linear equations and inequalities
- Interpret and analyze functions using graphs, tables, and equations
- Apply algebraic reasoning to real-world problem-solving situations
- Analyze patterns and relationships in quantitative data
- Build conceptual understanding of quadratic and exponential functions
- Strengthen mathematical communication and reasoning skills

## **Algebra 1 A/B CR**

This course mirrors the content, standards, and learning expectations of Algebra I while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **Algebra 2 A/B**

Algebra II extends students' understanding of algebraic concepts and prepares students for advanced mathematics coursework.

### **Course Objectives**

- Analyze and interpret advanced algebraic functions
- Solve polynomial, rational, and logarithmic equations
- Apply trigonometric concepts to real-world scenarios
- Utilize mathematical modeling to analyze quantitative relationships



- Develop analytical reasoning and problem-solving skills

## **Geometry A/B**

Geometry develops students' spatial reasoning, logical thinking, and proof-writing skills.

### **Course Objectives**

- Develop understanding of geometric relationships and properties
- Construct logical mathematical proofs
- Apply coordinate geometry and trigonometry concepts
- Strengthen spatial reasoning and visualization skills

## **Geometry A/B CR**

This course mirrors the content, standards, and learning expectations of Geometry while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

Students receive targeted instructional support and intervention designed to accelerate learning while ensuring mastery of essential geometry standards and concepts.

## **Financial Literacy I**

Financial Literacy I introduces students to foundational financial concepts necessary for responsible personal financial management. Students explore budgeting, banking, saving, credit, taxes, and consumer decision-making.

Instruction emphasizes practical application, financial responsibility, and development of skills necessary for independent living and postsecondary readiness.

### **Course Objectives**

- Develop personal budgeting and money management skills
- Analyze banking systems and financial services
- Understand credit, debt, and responsible borrowing practices
- Examine taxes and consumer financial decision-making
- Apply financial literacy concepts to real-world situations
- Develop strategies for responsible financial planning.



## **Financial Literacy II**

Financial Literacy II expands upon foundational financial concepts by focusing on investing, insurance, financial planning, career income, and long-term financial decision-making.

Students develop advanced financial literacy skills designed to support career readiness, postsecondary planning, and independent adult living.

### **Course Objectives**

- Analyze investment and savings strategies
- Develop understanding of insurance and risk management
- Evaluate career income and financial planning concepts
- Apply economic reasoning to personal finance decisions
- Develop long-term financial goal-setting skills
- Strengthen financial problem-solving abilities

## **Math Proficiency**

Math Proficiency provides targeted mathematics intervention designed to support students in developing foundational numeracy and mathematical reasoning skills.

Instruction focuses on remediation of skill gaps, development of confidence in mathematics, and preparation for graduation proficiency requirements.

### **Course Objectives**

- Strengthen foundational numeracy skills
- Improve mathematical problem-solving abilities
- Develop confidence in mathematics performance
- Apply mathematics to practical real-world situations
- Increase readiness for graduation proficiency expectations
- Utilize intervention supports to improve achievement



# ENGLISH LANGUAGE ARTS COURSE DESCRIPTIONS

| Course              | Credits         | Grade Level |
|---------------------|-----------------|-------------|
| English 9 A/B       | 1.0             | 9           |
| English 9 A/B CR    | 1.0             | 9-12        |
| English 10 A/B      | 1.0             | 10          |
| English 10 A/B CR   | 1.0             | 9-12        |
| English 11 A/B      | 1.0             | 11          |
| English 11 A/B CR   | 1.0             | 9-12        |
| English 12 A/B      | 1.0             | 12          |
| English 12 A/B CR   | 1.0             | 9-12        |
| Reading Proficiency | Elective Credit | 9-12        |

English Language Arts instruction focuses on development of reading comprehension, written communication, analytical thinking, research skills, and effective verbal communication.

## English 9 A/B

English 9 introduces students to high school-level literacy through analysis of literary and informational texts while developing foundational reading, writing, speaking, listening, and communication skills necessary for academic success.

Instruction emphasizes reading comprehension, vocabulary development, literary analysis, narrative writing, argumentative writing, and effective communication. Students engage in standards-aligned Subject.com coursework and teacher-led instruction designed to strengthen critical thinking and build foundational literacy skills for success in advanced coursework.

## Course Objectives



- Develop reading comprehension and literary analysis skills
- Analyze literary and informational texts using evidence-based reasoning
- Strengthen vocabulary, grammar, and written communication skills
- Develop narrative, argumentative, and analytical writing abilities
- Apply critical thinking and problem-solving strategies to reading and writing tasks
- Participate effectively in collaborative discussions and presentations
- Utilize Subject.com instructional resources to support literacy growth and mastery of standards
- Develop foundational academic communication skills necessary for high school success

## **English 9 A/B CR**

This course mirrors the content, standards, and learning expectations of English 9 while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **English 10 A/B**

English 10 develops advanced literacy skills through analysis of literary and informational texts from diverse perspectives. Students strengthen reading comprehension, analytical writing, rhetorical analysis, and communication skills.

Instruction emphasizes argumentative writing, research skills, literary analysis, and development of evidence-based reasoning.

### **Course Objectives**

- Analyze literary and informational texts using evidence-based reasoning
- Develop argumentative, narrative, and analytical writing skills
- Conduct research and synthesize information from multiple sources
- Evaluate rhetorical techniques and author's purpose
- Strengthen vocabulary, grammar, and communication skills
- Develop speaking and listening skills through collaborative discussion

## **English 10 A/B CR**



This course mirrors the content, standards, and learning expectations of English 10 while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **English 11 A/B**

English 11 focuses on American literature and advanced analytical writing. Students explore literary and informational texts that reflect historical and cultural themes while developing critical thinking and communication skills.

Instruction emphasizes rhetorical analysis, research writing, argumentative writing, literary interpretation, and evidence-based reasoning.

### **Course Objectives**

- Analyze major works of American literature and informational texts
- Develop advanced argumentative and analytical writing skills
- Conduct research and synthesize evidence from multiple sources
- Evaluate rhetorical strategies and persuasive techniques
- Examine historical and cultural influences within literature
- Strengthen communication and presentation skills

## **English 11 A/B CR**

This course mirrors the content, standards, and learning expectations of English 11 while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **English 12 A/B**

English 12 prepares students for postsecondary success through advanced reading, writing, speaking, and communication tasks. Students engage with complex literary and informational texts while developing skills necessary for college and career readiness.

Instruction emphasizes research, professional communication, literary analysis, real-world writing applications, and independent learning.



## **Course Objectives**

- Analyze complex literary and informational texts
- Develop college and career-ready writing skills
- Conduct independent research using credible sources
- Create professional and real-world communication products
- Strengthen speaking, listening, and collaboration skills
- Apply analytical reasoning to multiple forms of text

## **English 12 A/B CR**

This course mirrors the content, standards, and learning expectations of English 12 while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **Reading Proficiency**

Reading Proficiency provides targeted literacy instruction designed to support development of reading comprehension, vocabulary, fluency, and analytical thinking skills.

Instruction focuses on helping students meet graduation proficiency requirements and improve overall literacy performance.

## **Course Objectives**

- Strengthen reading comprehension and fluency
- Develop vocabulary and analytical reasoning skills
- Improve informational and literary text analysis
- Increase confidence in reading and communication
- Support achievement of graduation proficiency benchmarks
- Develop literacy strategies for academic success

# **SCIENCE COURSE DESCRIPTIONS**

| Course                       | Credits | Grade Level |
|------------------------------|---------|-------------|
| Biology A/B                  | 1.0     | 9-12        |
| Biology A/B CR               | 1.0     | 9-12        |
| Chemistry A/B                | 1.0     | 10-12       |
| Chemistry A/B CR             | 1.0     | 10-12       |
| Environmental Science A/B    | 1.0     | 10-12       |
| Environmental Science A/B CR | 1.0     | 10-12       |

Science instruction at KPA emphasizes inquiry-based learning, scientific reasoning, analysis of evidence, and application of scientific concepts to real-world situations.

## Biology A/B

Biology introduces students to the study of living systems through inquiry-based instruction, scientific reasoning, and real-world application. Students examine cell structure and function, genetics, evolution, ecosystems, and biodiversity.

### Course Objectives

- Develop understanding of biological systems and processes
- Analyze cellular structure, genetics, and heredity
- Evaluate evidence supporting evolution and natural selection
- Examine ecosystems and environmental interactions
- Apply scientific inquiry and reasoning skills
- Interpret scientific evidence and communicate conclusions

## Biology A/B CR

This course mirrors the content, standards, and learning expectations of Biology while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## Chemistry A/B

Chemistry focuses on the structure and behavior of matter and the interactions that govern chemical systems. Students explore atomic theory, bonding, chemical reactions, thermodynamics, acids and bases, and quantitative reasoning.

### **Course Objectives**

- Analyze atomic structure and chemical properties of matter
- Examine chemical bonding and molecular interactions
- Classify and balance chemical reactions
- Apply quantitative reasoning to chemistry calculations
- Investigate energy transformations and thermodynamics
- Interpret scientific data and evidence-based conclusions

## **Chemistry A/B CR**

This course mirrors the content, standards, and learning expectations of Chemistry while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **Environmental Science A/B**

Environmental Science examines the interactions between humans and the natural world. Students analyze ecosystems, sustainability, climate change, resource management, pollution, and environmental policy.

### **Course Objectives**

- Analyze relationships within ecosystems and environmental systems
- Evaluate human impact on natural resources
- Examine causes and effects of climate change
- Develop understanding of sustainability and conservation
- Interpret environmental data and scientific evidence
- Propose solutions to environmental challenges

## **Environmental Science A/B CR**

This course mirrors the content, standards, and learning expectations of Environmental Science while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.



# SOCIAL STUDIES COURSE DESCRIPTIONS

| Course                      | Credits | Grade Level |
|-----------------------------|---------|-------------|
| Economics                   | 0.5     | 11-12       |
| Economics CR                | 0.5     | 11-12       |
| US Government & Politics    | 0.5     | 11-12       |
| US Government & Politics CR | 0.5     | 11-12       |
| US History A/B              | 1.0     | 10-12       |
| US History A/B CR           | 1.0     | 10-12       |
| World History A/B           | 1.0     | 9-12        |
| World History A/B CR        | 1.0     | 9-12        |

Social Studies instruction emphasizes historical analysis, civic understanding, economic literacy, evaluation of perspectives, and development of informed citizenship.

## Economics

Economics introduces students to economic systems, financial literacy, and decision-making processes. Students explore supply and demand, markets, personal finance, banking, global economics, and economic policy.

### Course Objectives

- Analyze principles of supply and demand
- Examine economic systems and market structures
- Develop understanding of banking and financial systems
- Evaluate personal finance and budgeting strategies
- Analyze global economic interactions
- Apply economic reasoning to real-world situations

## Economics CR



This course mirrors the content, standards, and learning expectations of Economics while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **US Government & Politics**

US Government & Politics focuses on the structure and function of democratic systems and the role of citizens in government. Students analyze the Constitution, branches of government, public policy, civil rights, elections, and civic engagement.

### **Course Objectives**

- Analyze principles of the United States Constitution
- Examine functions of government institutions
- Evaluate public policy and political processes
- Understand civil rights and liberties
- Analyze elections and civic participation
- Develop informed perspectives on political issues

## **US Government & Politics CR**

This course mirrors the content, standards, and learning expectations of US Government & Politics while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **US History A/B**

US History examines the political, economic, and social development of the United States from its founding to the present.

### **Course Objectives**

- Analyze major events and movements in United States history
- Evaluate historical sources and perspectives
- Examine political, economic, and social developments
- Develop historical reasoning and analytical thinking skills
- Connect historical events to current issues
- Strengthen evidence-based communication skills



## **US History A/B CR**

This course mirrors the content, standards, and learning expectations of US History while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **World History A/B**

World History examines the development of civilizations and global events that have shaped the modern world.

### **Course Objectives**

- Analyze major civilizations and historical developments
- Evaluate historical sources and perspectives
- Examine the impact of cultural and technological change
- Analyze causes and consequences of global conflicts
- Develop understanding of globalization and international systems
- Strengthen historical reasoning and communication skills

## **World History A/B CR**

This course mirrors the content, standards, and learning expectations of World History while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

# **ELECTIVE COURSE DESCRIPTIONS**

| <b>Course</b>       | <b>Credits</b> | <b>Grade Level</b> |
|---------------------|----------------|--------------------|
| Art History A/B     | 1.0            | 9-12               |
| Health              | 0.5            | 9-12               |
| Health CR           | 0.5            | 9-12               |
| Introduction to Art | 0.5            | 9-12               |



|                                  |     |       |
|----------------------------------|-----|-------|
| Music Appreciation               | 0.5 | 9-12  |
| Music Production & Digital Media | 1.0 | 9-12  |
| Physical Education A/B           | 0.5 | 9-12  |
| Spanish 1 A/B                    | 1.0 | 9-12  |
| Spanish 1 A/B CR                 | 1.0 | 9-12  |
| Spanish 2 A/B                    | 1.0 | 10-12 |
| Spanish 2 A/B CR                 | 1.0 | 10-12 |
| CTE Construction Trades          | 1.0 | 10-12 |

Elective courses provide students with opportunities to explore creativity, wellness, communication, career interests, and workforce readiness while supporting development of postsecondary skills and personal growth.

## Art History A/B

Art History explores artistic movements, cultural influences, and historical developments in visual art. Students analyze works of art from multiple historical periods and cultures while developing an understanding of artistic techniques, interpretation, and cultural significance.

Instruction emphasizes visual analysis, creativity, historical understanding, and development of critical thinking skills through exploration of visual arts across societies and time periods.

### Course Objectives

- Analyze major artistic movements and historical periods
- Interpret visual art using elements and principles of design
- Examine cultural and historical influences on artistic expression
- Develop visual analysis and critical thinking skills
- Explore connections between art, history, and society
- Communicate artistic interpretations through written and verbal analysis

## Health



Health provides students with knowledge and skills necessary to make informed decisions regarding physical, mental, emotional, and social well-being.

Topics include nutrition, fitness, substance abuse prevention, mental health, healthy relationships, personal wellness, safety, and decision-making.

### **Course Objectives**

- Develop understanding of personal wellness and healthy lifestyle habits
- Analyze the impact of nutrition and physical activity on health
- Examine mental and emotional wellness strategies
- Develop communication and relationship-building skills
- Understand consequences of risky behaviors and substance abuse
- Apply decision-making skills to real-world health situations

## **Health CR**

This course mirrors the content, standards, and learning expectations of Health while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **Introduction to Art**

Introduction to Art provides students with opportunities to explore artistic expression, creativity, and foundational visual art techniques.

Students develop understanding of artistic elements and principles through drawing, design, visual analysis, and project-based artistic experiences.

### **Course Objectives**

- Explore elements and principles of art and design
- Develop foundational artistic techniques and creativity
- Analyze artistic styles and visual communication
- Apply artistic processes to project-based learning activities
- Strengthen visual problem-solving and interpretation skills
- Develop appreciation for artistic expression across cultures

## **Music Appreciation**



Music Appreciation introduces students to the study of music across historical periods, cultures, and genres.

Students develop listening, interpretation, and analysis skills while exploring the cultural significance and evolution of music.

### **Course Objectives**

- Analyze musical genres, styles, and historical influences
- Develop active listening and interpretation skills
- Examine cultural significance of music across societies
- Explore elements of music theory and composition
- Strengthen communication and analytical thinking skills
- Develop appreciation for diverse musical traditions

## **Music Production & Digital Media**

Music Production & Digital Media introduces students to digital audio production, music technology, multimedia communication, and digital creativity.

Students explore recording techniques, audio editing, digital composition, sound engineering, and media production.

### **Course Objectives**

- Develop understanding of digital audio production and editing
- Explore music composition and recording techniques
- Analyze multimedia communication and production processes
- Utilize digital media tools and technology effectively
- Strengthen creativity, collaboration, and communication skills
- Demonstrate technical proficiency through project-based learning

## **Physical Education A/B**

Physical Education promotes physical fitness, wellness, teamwork, and healthy lifestyle habits through structured physical activity and fitness development.

Instruction emphasizes cardiovascular fitness, strength, flexibility, sportsmanship, teamwork, and personal wellness goal-setting.



## **Course Objectives**

- Develop personal fitness and wellness goals
- Improve cardiovascular endurance, strength, and flexibility
- Demonstrate teamwork and sportsmanship skills
- Understand principles of healthy lifestyle habits
- Analyze the relationship between fitness and overall wellness
- Participate safely and responsibly in physical activities

## **Spanish 1 A/B**

Spanish I introduces students to foundational Spanish vocabulary, grammar, pronunciation, and cultural understanding.

Students develop communication skills in listening, speaking, reading, and writing while exploring Spanish-speaking cultures and traditions.

## **Course Objectives**

- Develop foundational Spanish vocabulary and grammar skills
- Communicate using basic listening and speaking skills
- Strengthen reading and writing proficiency in Spanish
- Explore cultural traditions and perspectives of Spanish-speaking societies
- Apply language skills to practical communication situations
- Develop appreciation for cultural diversity and global awareness

## **Spanish 1 A/B CR**

This course mirrors the content, standards, and learning expectations of Spanish I while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## **Spanish 2 A/B**

Spanish II builds upon foundational language skills while expanding vocabulary, grammar, conversational proficiency, and cultural understanding.

Students continue to strengthen communication skills through reading, writing, speaking, and listening activities.



## Course Objectives

- Expand Spanish vocabulary and grammatical understanding
- Develop conversational communication skills
- Improve reading and writing proficiency in Spanish
- Explore cultural traditions and perspectives in Spanish-speaking countries
- Strengthen listening comprehension and interpretation skills
- Apply language skills to increasingly complex communication tasks

## Spanish 2 A/B CR

This course mirrors the content, standards, and learning expectations of Spanish II while providing students with an opportunity to recover credit through individualized pacing, blended instruction, and mastery-based assessment.

## CTE Construction Trades

CTE Construction Trades provides students with foundational knowledge and practical skills related to the construction industry and skilled trades career pathways.

Students explore workplace safety, blueprint reading, tool usage, construction systems, employability skills, and industry practices.

## Course Objectives

- Develop understanding of construction safety procedures and standards
- Utilize tools and equipment appropriately and safely
- Interpret blueprints and construction diagrams
- Analyze building systems and construction techniques
- Develop workplace readiness and employability skills
- Explore career pathways within skilled trades industries

# CERTIFICATE OF COMPLETION (COC)

## COURSE DESCRIPTIONS

| Course | Credits | Grade Level |
|--------|---------|-------------|
|--------|---------|-------------|



|                                    |          |      |
|------------------------------------|----------|------|
| COC English 1-1 through 4-2        | Variable | 9-12 |
| COC Math 1-1 through 4-2           | Variable | 9-12 |
| COC Science 1-1 through 3-2        | Variable | 9-12 |
| COC Social Studies 1-1 through 3-1 | Variable | 9-12 |
| COC Government/Civics              | Variable | 9-12 |
| COC Health                         | Variable | 9-12 |
| COC PE                             | Variable | 9-12 |
| COC Transition 1-1 through 3-2     | Variable | 9-12 |

Certificate of Completion (COC) courses are designed to support students pursuing individualized learning pathways focused on foundational academics, communication skills, independent living, employability skills, and postsecondary transition readiness.

Instruction utilizes scaffolded support, differentiated instruction, individualized pacing, targeted intervention, and practical application to support student growth and independence.

## **COC English 1-1 through COC English 4-2**

These courses develop foundational literacy, comprehension, communication, vocabulary, and writing skills through differentiated instruction and scaffolded academic support.

### **Course Objectives**

- Strengthen reading comprehension and vocabulary development
- Improve written and verbal communication skills
- Develop practical literacy and functional reading skills
- Increase confidence in academic participation and communication
- Support individualized academic growth and mastery
- Build foundational literacy skills for postsecondary readiness

## **COC Math 1-1 through COC Math 4-2**



These courses emphasize foundational numeracy, mathematical reasoning, and practical application of mathematics through individualized pacing and intervention support.

### **Course Objectives**

- Develop foundational computation and numeracy skills
- Apply mathematics to functional real-world situations
- Strengthen mathematical reasoning and problem-solving abilities
- Improve understanding of money, measurement, and quantitative concepts
- Build confidence and independence in mathematics performance
- Support mastery through scaffolded instruction and targeted intervention

## **COC Science 1-1 through COC Science 3-2**

These courses develop understanding of foundational scientific concepts and encourage exploration of science through practical application and differentiated instruction.

### **Course Objectives**

- Develop understanding of foundational scientific principles
- Explore relationships between science and daily life
- Strengthen observation and inquiry skills
- Analyze environmental and scientific systems
- Build confidence in scientific reasoning and investigation
- Support individualized learning and skill development

## **COC Social Studies 1-1 through COC Social Studies 3-1**

These courses explore citizenship, communities, history, culture, and social systems through accessible instruction and practical application.

### **Course Objectives**

- Develop understanding of communities and civic responsibility
- Explore historical and cultural perspectives
- Strengthen communication and social awareness skills
- Examine relationships between individuals and society
- Apply social studies concepts to real-world situations
- Support individualized academic growth and independence



## **COC Government/Civics**

This course develops understanding of citizenship, civic participation, and democratic systems while supporting development of practical civic knowledge and responsibility.

### **Course Objectives**

- Develop understanding of civic responsibility and participation
- Examine basic principles of government and citizenship
- Explore rights and responsibilities within communities
- Strengthen communication and decision-making skills
- Apply civic concepts to real-world situations
- Increase awareness of democratic systems and civic engagement

## **COC Health**

This course focuses on personal wellness, healthy decision-making, self-care, and development of practical health and independent living skills.

### **Course Objectives**

- Develop understanding of healthy lifestyle habits
- Strengthen personal wellness and self-care skills
- Examine physical, emotional, and social health concepts
- Develop decision-making and communication skills
- Increase awareness of personal safety and healthy relationships
- Support independent living and wellness development

## **COC PE**

This course promotes physical activity, movement, wellness, and healthy lifestyle habits through structured activities and individualized support.

### **Course Objectives**

- Participate in physical activity and movement experiences
- Develop understanding of healthy lifestyle habits
- Improve coordination, strength, and flexibility
- Build teamwork and social interaction skills



- Increase confidence and participation in physical activities
- Support overall wellness and personal growth

## **COC Transition 1-1 through COC Transition 3-2**

These courses focus on transition planning, employability skills, communication, independent living, self-advocacy, workplace readiness, and postsecondary preparation.

### **Course Objectives**

- Develop workplace readiness and employability skills
- Strengthen communication and interpersonal skills
- Build independent living and self-management abilities
- Explore career interests and transition opportunities
- Develop self-advocacy and problem-solving skills
- Support successful transition to adulthood and postsecondary environments

# **TRANSITION AND FUNCTIONAL SKILLS COURSES**

| <b>Course</b>                      | <b>Credits</b>  | <b>Grade Level</b> |
|------------------------------------|-----------------|--------------------|
| Functional Transition Skills 9 A/B | Elective Credit | 9-12               |

Transition and Functional Skills courses are designed to support development of practical life skills, workplace readiness, communication, social-emotional growth, and independent living skills necessary for successful adulthood and postsecondary transition.

## **Functional Transition Skills 9 A/B**

Functional Transition Skills supports development of academic, social-emotional, employability, and independent living skills necessary for successful transition to adulthood.

Instruction focuses on communication, organization, self-management, workplace readiness, career exploration, and practical life application.

### **Course Objectives**



- Develop independent living and self-management skills
- Strengthen communication and interpersonal abilities
- Explore career interests and employability expectations
- Develop organization, planning, and goal-setting strategies
- Build workplace readiness and transition skills
- Increase self-advocacy and problem-solving abilities

## CREDIT RECOVERY COURSES

Credit Recovery courses provide students with opportunities to recover previously failed credits through individualized pacing, targeted intervention, blended instruction, and mastery-based assessment.

Students enrolled in Credit Recovery courses receive instructional support, progress monitoring, flexible pacing opportunities, and intervention designed to accelerate learning while ensuring mastery of required academic standards and course expectations.

Credit Recovery offerings mirror the content, standards, and expectations of traditional courses while allowing students opportunities to demonstrate proficiency and complete graduation requirements.

## POSTSECONDARY READINESS

Kalamazoo Prep Academy is committed to preparing students for success beyond high school through academic preparation, employability skill development, career exploration, and transition planning.

Students are provided opportunities to:

- Explore postsecondary education and career pathways
- Develop workforce readiness and employability skills
- Participate in individualized transition planning
- Strengthen communication, collaboration, and leadership skills
- Develop financial literacy and independent living skills
- Build confidence and readiness for future success



KPA staff collaborate with students, families, and community partners to support successful transitions into college, careers, military service, workforce opportunities, and independent adulthood.

## **READING AND MATH PROFICIENCY REQUIREMENTS**

Students are expected to demonstrate reading and math proficiency as part of graduation requirements.

Reading and math proficiency may be demonstrated through assessment performance, coursework completion, intervention success, or other approved measures aligned with district and state expectations.

Students requiring additional literacy support receive targeted intervention designed to improve:

- Reading comprehension
- Vocabulary development
- Fluency
- Informational text analysis
- Literary analysis
- Communication skills

Instructional supports may include small-group intervention, individualized literacy instruction, progress monitoring, blended learning supports, and targeted reading strategies.

## **2026-2027 SCHOOL YEAR**

This curriculum guide is intended to provide students, families, staff, and community stakeholders with information regarding academic programming, course offerings, instructional practices, graduation requirements, intervention supports, and postsecondary readiness opportunities available at Kalamazoo Prep Academy during the 2026–2027 school year.

Kalamazoo Prep Academy reserves the right to revise course offerings, instructional programming, graduation requirements, and academic policies as necessary to support student achievement, state requirements, and continuous school improvement efforts.

**SCHEDULE 7-3**

**STAFF RESPONSIBILITIES**

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

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

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

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

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

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

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

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.



## **MENTOR** – College and Career Readiness

KALAMAZOO PREP ACADEMY – KALAMAZOO, MI

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Kalamazoo Prep Academy is seeking a College and Career Readiness Mentor to join our Mission Team. This role supports students in exploring college and career pathways, setting academic goals, removing barriers to education and high school graduation.

This role is ideal for someone who is passionate about mentoring students and helping young people overcome challenges to build meaningful futures.

## **RESPONSIBILITIES**

- Assist students on career exploration, college access and employability skills
- Work as part of the Mission Team to help students set academic goals and stay on track for graduation
- Assist students with Educational Development Plans (EDPs) and career planning using Xello (no experience with Xello needed)
- Support post-secondary transitions including FAFSA, scholarships, and college enrollment steps
- Build partnerships with colleges, employers, and community organizations
- Organize and supervise college visits, career events, and job exploration opportunities
- Connect students with community resources that help remove barriers to education
- Track student progress and maintain records
- Assist with transportation of students to school, college visits, career events, and related activities

## Qualifications

- Bachelor's degree preferred
- Experience working with youth or at-risk student populations preferred
- Strong communication and relationship-building skills
- Ability to work collaboratively as part of a team
- Valid driver's license and ability to obtain a chauffeur's license
- Successful completion of a background check

## Compensation & Schedule

- Yearly salary: \$42,000
- Paid Time Off: 120 hours annually
- Schedule: Year-round position
- Summer Schedule: Three weeks off during the summer and Fridays off during summer months

## Our Mission

KPA empowers students to reclaim their education by offering flexible, personalized pathways that meet students where they are, preparing them for graduation and future success.

Join a team that believes in second chances and supports every student on their path to graduation.

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## **Job Title: Dean of Students**

**Reports To:** Principal of Kalamazoo Prep Academy

**Supervises:** Teaching Staff (in collaboration with Principal)

**FLSA Status:** Exempt / Full-Time

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### **Position Summary**

The Dean of Students supports the mission of Kalamazoo Prep Academy (KPA) by promoting a safe, structured, and supportive learning environment while also driving student recruitment, enrollment, and retention initiatives to ensure the school's continued growth and success.

This full-time position is divided evenly between two critical areas of responsibility:

1. Dean of Students (50%) – Supporting students, supervising instruction, monitoring credits, managing discipline, and serving as acting school leader when the Principal is unavailable.
2. Enrollment, Recruitment & Retention (50%) – Serving as KPA's ambassador to the community, driving enrollment growth, strengthening retention, and leading outreach efforts to expand the school's footprint.

The ideal candidate is an energetic, organized, and entrepreneurial leader who can balance student support with proactive recruitment strategies to meet KPA's enrollment and retention goals.

### **Key Responsibilities**

#### **I. Dean of Students Responsibilities (50%)**

##### **Student Supervision & Discipline**

- Supervise students throughout the school day to ensure a safe, orderly, and supportive learning environment.
- Manage and address student discipline issues in alignment with school policies, emphasizing restorative practices where possible.

- Collaborate with staff and the Principal to promote positive student behavior and engagement.
- Serve as acting school leader in the Principal's absence, making operational and student-related decisions as needed.

### **Academic Planning & Credit Tracking**

- Complete credit reviews for all students each term and provide updates to the Principal and families.
- Schedule students into appropriate classes at the start of each term and as students complete courses early.
- Maintain and regularly update individualized student course learning plans to ensure progress toward graduation requirements.

### **Technology & Resource Management**

- Distribute, track, and collect student Chromebooks.
- Manage Chromebook inventory and documentation within PowerSchool, ensuring accuracy and accountability.

### **Instructional Oversight & Teacher Support**

- Conduct regular classroom walkthroughs to monitor instructional quality and student engagement.
- Provide feedback to the Principal to inform teacher coaching and year-end evaluations.
- Support the implementation of school-wide instructional initiatives in collaboration with the Principal.

## **II. Enrollment, Recruitment & Retention Responsibilities (50%)**

### **Enrollment Staff Oversight & Process Management**

- Supervise and support enrollment staff to ensure efficient lead follow-up, timely registration, and accurate student onboarding.
- Oversee the end-to-end enrollment process, including lead tracking, family outreach, registration, and follow-up communications.

- Ensure enrollment staff maintain accurate records within PowerSchool and other school systems to track student applications, registrations, and withdrawals.
- Monitor enrollment data regularly to evaluate progress toward monthly and annual recruitment targets.
- Establish and refine procedures to ensure a smooth, student-centered enrollment experience for prospective students and families.

### **Community Outreach & Ambassador Role**

- Represent KPA at community events, resource fairs, and outreach activities to increase visibility and recruit prospective students.
- Build strong relationships with local high school counselors, social service agencies, workforce development organizations, and community partners to encourage timely referrals of students.
- Serve as KPA's primary ambassador, promoting the school's mission and values to families, partners, and stakeholders.

### **Enrollment Strategy & KPI Development**

- Collaborate with the Principal and Reimagine Education's Director of Marketing & Technology to design and implement strategic enrollment campaigns.
- Develop, track, and analyze Key Performance Indicators (KPIs) to measure progress toward recruitment and retention goals.
- Use data insights to identify trends, refine strategies, and ensure continuous improvement in outreach and enrollment efforts.

### **Marketing & Communications Support**

- Partner with the Director of Marketing & Technology to create marketing materials, manage social media initiatives, and coordinate digital campaigns.
- Support the development of community-driven messaging that highlights KPA's programs, student success stories, and unique offerings.

### **Retention & Staff Engagement**

- Collaborate with KPA staff to create a school-wide culture of recruitment and retention by engaging teachers, mentors, and support staff in outreach efforts.

- Develop onboarding experiences for new students and families to promote smooth transitions and strong engagement from day one.
- Actively monitor student engagement and attendance, working with the Student Support Team (SST) to address barriers and improve retention outcomes.
- Develop initiatives for promoting school loyalty and a sense of connection within the school community, boosting year-to-year retention.

## **Qualifications**

- Bachelor's degree in education and administration certificate required; Master's degree preferred.
- Previous experience in education, school leadership, student recruitment, marketing, or enrollment management.
- Demonstrated success in community engagement, outreach, and partnership building.
- Knowledge of alternative education models, credit recovery programs, and strategies to re-engage disconnected youth.
- Experience using PowerSchool or similar student information systems.
- Strong organizational, project management, and time-management skills with the ability to handle multiple priorities.
- Excellent communication and interpersonal skills with the ability to build trust with students, families, staff, and community partners.
- Self-motivated, entrepreneurial, and able to work both independently and collaboratively.

## **Work Schedule**

This is a full-time, 12-month position. Specific scheduling is determined by the Principal and may require flexibility to accommodate student enrollment periods, evening community events, and weekend outreach activities as needed.

## **Compensation & Benefits**

- Competitive salary commensurate with experience and qualifications.
- Comprehensive benefits package including health, dental, and vision coverage.

- Ongoing professional development and leadership support.



## **Job Description**

**Position:** Enrollment/Data Specialist

**Reports to:** School Leader

**General Description:** Kalamazoo Prep Academy offers a traditional high school diploma to dropout and at-risk students ages 15-22. This position plays an integral role in the support of the academy administration and is primarily responsible for both the proper enrollment of every student and the integrity and smooth operation of the school's Student Information System (PowerSchool). The Enrollment/Data Specialist directly enrolls students and collaborates with various local and state agencies to secure relevant information and submit required forms. The Enrollment/Data Specialist also manages PowerSchool including running queries to extract information, coordinating data reporting to the state, ISD, and other stakeholders. This position also serves as the primary contact person and liaison between the School Leader and students, teachers, parents, staff and the community; provides students, parents, staff and the public with information through a wide variety of administrative services directly supporting the educational environment.

### **Primary Responsibilities:**

#### Data Specialist

- Has knowledge and experience with PowerSchool SIS and state reporting systems
- Handle yearly processes, e.g. set up of new school year, roll over, close out school year, graduate students, create class, etc.
- Coordinate with other staff to complete projects, including pulling reports
- Provide assistance in all areas of student information, developing attendance reporting formats, grade reporting, registration and scheduling, discipline reporting, test reporting and enrolling and withdrawing of students into the software system, etc.
- Work directly with teachers in the use of electronic gradebook system, including training, Conduct advanced searches and queries and support special requests from the administration or faculty
- Collect and complete the required data for the state reports; and prepare all administrative reports for MDE/ISD uploads
- Manage and prepare all academic reports, including progress reports, report cards, regular academic progress updates
- Train and orient new users and support all users
- Ensure accuracy of data and troubleshoot problems with the database, including data validation errors
- Compiles and maintain attendance accounting data for all regular and special programs for the academy
- Audits and reviews enrollment and attendance data provided by school staff for the computation of average daily attendance
- Prepares a variety of regular and special reports related to pupil attendance, class size, and other current or historical data as required by the state and county and for district planning and information purposes

- Creates and submits data files for pre-identification for all required state and federal assessments
- Assists in developing automated systems to support attendance accounting
- Generates and transmits pupil accounting data as required by MDE for the purposes of maintaining local, state and federal compliance

#### Enrollment

- Organizes and schedules initial meetings between the School Leader and potential new and re-enrolled students
- Handle initial processing of all enrollment and data entry of enrollment forms
- Inform staff of all new and re-enrolled students
- Handle registration processing, forms, documents and records, and related information for formal student registration; as well as all related data entry
- Update student records in PowerSchool and manage data over course of student enrollment at the school
- Assist in establishing and updating permanent student files, the transfer of records and closing out of graduate files
- Provide enrollment reports and support special reporting requests
- Verifies student tardiness and early dismissals as necessary
- Responsible for collecting immunizations records and state reporting

#### Administrative and Academy Support

- Answers and responds to phone calls in such a way that callers feel welcomed and valued; welcomes visitors and guests
- **Handles and processes confidential mail and other documents**
- Receives and sends, faxes, mail, emails as applicable
- Responds to questions from a variety of internal and external sources (e.g. staff, other educational institutions, the public, parents and students, etc.) for the purposes of providing information and/or direction
- Supports staff in clerical, administrative and organizational matters
- Prepares standardized documents and reports (e.g. form letters and memos, calendars, and periodic reports, etc.) for the purposes of communicating information students, parents, and other stakeholders
- School activities — Required to attend and participate in such other activities as directed by the School Leader and/or Supervisor of Academic Progress such as: staff meetings (before or after school hours), assessment windows, open houses, graduations (2 per year), etc.
- Acts in accordance with the professional duties and directives and meets administrative and mission expectations as set forth by the School Leader
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Kalamazoo Prep Academy manuals pertinent to the position
- Stores and administers student medication

#### **Essential Skills and Abilities**

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to work with diverse youth from various backgrounds without bias or prejudice

- Maintain professional boundaries and be a positive role model
- Work independently with little supervision
- Ability to work collaboratively with all stakeholders
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring practices
- Exhibits punctuality
- Follows the dress code as stated in the employee manual
- Ability and willingness to occasional travel to other campuses
- Exceptional attention to detail
- A growth mindset with the ability to problem solve and multi-task in a deadline driven environment
- Knowledge of student medication management

### **Qualifications**

- Associate's Degree in business, accounting or related field (Bachelor's Degree preferred)
- 2 years preferred experience managing PowerSchool SIS
- Background in database management.
- Ease and experience with internet, emails, and proficient typing abilities
- Preferred to have experience with: Microsoft Office Suite (Excel proficiency), Google Admin, PowerSchool Enrollment, Adobe, SchoolMessenger
- Prefer experience working with dropouts, homeless or at-risk youth
- Valid Driver's License
- Must be able to pass a background check
- Excellent oral/written communication skills
- Passion for working with at-risk youth in a blended learning setting

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

Kalamazoo Prep Academy is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.



## **PARAPROFESSIONAL**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions

**FLSA Status:** Non-Exempt

**Other Titles:** Teacher Assistant, Special Education Assistant, TST Assistant, Title I Paraprofessional, English Learners Coordinator, Online Facilitator Paraprofessional, School Testing Coordinator, Paraprofessional Student Coach, Support Teacher

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

Paraprofessionals provide instructional assistance under the supervision of classroom Teacher(s) or other instructional leaders as assigned. Paraprofessionals assist in the preparation and delivery of unit plans and provide individual and small group instruction. High quality Paraprofessionals attend staff professional development and conscientiously apply the strategies and research studied there. Paraprofessionals actively work to understand and support student assessment, particularly for those students who require interventions. Paraprofessionals are responsible for maintaining logs and for understanding the scope of services provided according to grant funding regulations and guidelines (if applicable). In addition, the Paraprofessional is responsible for any and all further duties as assigned.

Title I Paraprofessionals provide supplementary instructional assistance to students who have been identified to receive additional academic support under the Title I program. This position should be viewed as vital to the school improvement plan implementation and student achievement and ensures that students who need the most help receive instruction support from qualified Paraprofessionals. Title I Paraprofessionals are responsible for completing semi-annual certifications or personnel activity reports as required.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. The Paraprofessional will be responsible for assisting with the supervision of students.

#### *Planning & Implementation*

An effective employee in this position will provide effective instructional assistance within a designated program. In addition, the Paraprofessional must be able to plan and implement a

strategy, under the supervision of the assigned instructional leader, for improving student success based on each individual student's needs.

#### *Knowledge & Expertise*

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Paraprofessional must be able to account for multiple students at once. The Paraprofessional must have knowledge of classroom reinforcement, intervention, behavior reporting and the proper treatment of special needs students.

#### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

#### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

#### **Education & Experience**

The Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); **or**
- Obtain an associate's degree (or higher); **or**
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
  - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics; **or**
  - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

#### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.

- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Assist/lift students if necessary.
- Withstand a moderate noise level.

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

## **Job Description**

**Position:** School Leader

**Reports to:** Reimagine Education LLC

**General Description:** Kalamazoo Prep Academy operates a year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 15-22. The role of the School Leader is to direct all aspects of community outreach, student recruitment, attendance, retention and post-graduate plans. The School Leader is overall responsible for the administrative supervision of the academy staff. Under the supervision of Reimagine Education LLC, the School Leader is responsible for the management of the academy. This position requires the constant exercise of discretion and judgement in overseeing the following areas:

### **1. Community Outreach/Street Outreach**

- a. Acts as an ambassador for the academy at school and community events
- b. Works with youth and families to address needs, gaps in services, and identified concerns
- c. Represents the academy at various gatherings and conferences
- d. Monitors the needs of the local community in order to provide appropriate program services and recommends program modifications to Reimagine Education.
- e. Develops and delivers presentations and coordinates student led presentations
- f. Assists in partnership recruitment and facilitation for business/education activities
- g. Engages students in leadership activities and community-based projects that support their development as successful citizens
- h. Develops with the Reimagine Education Executive team, the appropriate recruitment and marketing materials, ads, mailings, websites, social media and publications that interpret the school to the community and prospective new students

### **2. New Student Recruitment**

- a. Responsible for street outreach and recruitment methods to find kids who need us
- b. Directs the admissions process from point of inquiry through enrollment and orientation
- c. Coordinates the enrollment and re-enrollment operations to ensure alignment with the goals and objectives of the academy
- d. Designs and implements a comprehensive strategic plan of admissions of new students to the school, including coordinating and leading student orientation
- e. Keeps relevant statistics on all aspects of the admission and re-enrollment program

3. Attendance

- a. Works in partnership with the Supervisor of Academic Progress to ensure basic and mission needs of students are met so they attend school daily in order to make progress towards their academic goals
- b. Compose detailed documentation, maintain accurate records, and prepare reports in a timely manner
- c. Ensure timely and accurate collection and documentation of statistical data relating to program services and maintains the confidentiality of that data
- d. Manages the re-enrollment of current students for the succeeding year with constant monitoring of attrition and retention

4. Retention

- a. Supervises and coordinates the activities of the Family Support Specialist, Homeless Liaison, Enrollment Secretary, Support Staff and School Social Worker for the purpose of improving student retention and achievement, meeting academy objectives, and ensuring compliance with relevant local, state and federal regulations
- b. Creates a family environment and team approach (students, family, teachers) to model and lead appropriate student redirection and de-escalation
- c. Serves as a role model for students and staff in demonstrating the mission, a positive attitude, professionalism, and an effective work ethic
- d. Oversees and leads intervention plans and risk assessments to maintain student retention
- e. Provide leadership in dropout recovery efforts; researches, develops and implements and monitors anti-drop out plans and procedures to maintain student retention

5. Post-Graduation

- a. Supervises the activities of Post-Secondary Support personnel to ensure graduates have established post-secondary plans
- b. Provides the leadership to ensure the appropriate resources and support are in place for graduating students to achieve their job-placement and/or secondary education/training goals.
- c. Facilitates meetings and training sessions on business/education partnerships, career and job opportunities, employability skills, student/family advocacy and parent education activities

6. Other Mission Related Leadership Responsibilities

- a. Understands, accepts, and abides by the Reimagine Education philosophy and mission statement
- b. Overall administrative supervision of academy staff in the spirit of servant leadership

- c. Oversees a weekly staff meeting for academy staff
- d. Protects confidentiality of records and information gained as part of exercising professional duties and uses discretion in sharing information within the legal confines
- e. Identifies staff training needs and provide training; or recommend outside training as appropriate to the Reimagine Education Executive team
- f. Responsible for facility oversight and maintaining a safe, professional building appearance
- g. Perform all other tasks as requested by Reimagine Education

### **Essential Skills and Abilities**

- Demonstrated capacity to lead and motivate staff to achieve the strategic directions of the Academy and Reimagine Education
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Must be skilled in collaborative leadership of individuals and groups
- Ability to successfully manage multiple tasks, projects and responsibilities
- Ability to lead the development of continuous improvement and ability to facilitate data-driven and results-based decision making

### **Qualifications**

- Bachelor's Degree in social work, marketing, education, or related field
- Master's Degree in Educational Leadership
- Hold a K-12 School Administrator Certification (ES), or be enrolled in a School Administration program and be able to obtain ES certification within 2 years of employment
- Minimum of five years of experience working with at-risk youth
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Have excellent integrity and demonstrate good moral character and initiative
- Demonstrate the ability to communicate effectively both orally and in writing
- Highly proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

Kalamazoo Prep Academy is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.



## Job Title:

Full-Time Social Studies Teacher and Instructional Lead (75/25)

## Position Overview:

We are seeking an experienced, dynamic, and collaborative educator to serve as both a full-time **Social Studies Teacher** and **Instructional Lead**. This unique hybrid role combines direct classroom teaching with supporting, mentoring, and guiding other teachers to strengthen instructional practices across the school. The successful candidate will demonstrate expertise in social studies education, instructional best practices, adult learning, and effective communication.

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## Primary Responsibilities:

### A. Social Studies Teacher (Approximately 75% of the role)

- Teach multiple sections of social studies, delivering engaging instruction to both in-person and online students.
- Provide timely feedback and maintain accurate records in accordance with school policies.
- Assess student progress and adjust instruction accordingly.
- Maintain a positive, inclusive classroom environment.
- Participate in curriculum alignment and department collaboration.

### B. Instructional Lead (Approximately 25% of the role)

- Support teachers in effective instructional strategies for the classroom and virtual instruction.
- Support teachers in Canvas/StrongMind and help problem solve manageable issues in the program
- Continue to monitor teacher TWIS, maintain trackers, and hold teachers accountable for their TWIs.
- Model best practices in classroom instruction, management, and student engagement.

- Facilitate one-on-one coaching cycles, including goal-setting, observation, feedback, and reflection.
- Analyze student achievement and instructional data to inform teaching practices.
- Serve as a resource for curriculum development and assessment strategies.
- Conduct short observation/coaching cycles to provide feedback.
- Lead or assist with professional development.

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## Supervision Scope for the Instructional Coach Role:

- The Instructional Coach does not have direct evaluative authority over other teachers; formal evaluations remain the responsibility of building administrators.
- The coach will work collaboratively and in partnership with teachers, under the direction and guidance of the school principal or designated administrator.
- The coach will, however, have the authority to recommend instructional strategies, facilitate coaching sessions, and lead collaborative planning.
- Coaches may be asked to co-facilitate administrator-led instructional walkthroughs and provide feedback aligned with school improvement goals.

## Workday Structure (75% Teaching/25% Instructional Lead)

| Time                   | Role/Activity                                                 |
|------------------------|---------------------------------------------------------------|
| <b>7:30–9:30 AM</b>    | Instructional Lead Time                                       |
| <b>9:30–12:00 PM</b>   | Teach Social Studies and Mini Session                         |
| <b>12:00 –12:30 PM</b> | Lunch.                                                        |
| <b>12:30–2:30 PM</b>   | Teach Social Studies (2 instructional periods, mini session). |
| <b>2:30–3:30 PM</b>    | Planning and Meeting Time                                     |

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## Reports To:

- **School Leader and Dean of Students** (for both teaching and coaching duties)

## **SPECIAL EDUCATION PERSONNEL**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions, or contracted

**FLSA Status:** Exempt

**Other Titles:** School Social Worker, Occupational Therapist, Physical Therapist, Certified Occupational Therapist Assistant, School Psychologist, Speech-Language Therapist, School Counselor, Special Population Personnel

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

The successful Special Education Personnel employee provides support for students across a variety of areas, including behavior, rehabilitation, counseling and therapy. The Special Education Personnel employee provides confidentiality for students and parents. In addition, the successful Special Education Personnel employee will work as a consultant to parents, teachers and administration in regard to learning styles and behavior modification techniques. The Special Education Personnel employee will work to reinforce positive student behavior, counsel students as necessary and promote maximum student achievement, especially for disabled students. In addition, the Special Education Personnel employee is responsible for all other duties as assigned.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. When necessary, the Special Education Personnel employee may be required to supervise students or facilitate meetings.

#### *Planning & Implementation*

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The Special Education Personnel employee must possess exceptional planning and organization skills, as well as a high level of confidentiality. The Special Education Personnel employee should assist in the planning and implementation of student development.

#### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of behavior modification techniques, rehabilitation, learning styles, behavior analysis, child development and data

analysis. The Special Education Personnel employee must also be able to manage a variety of documents while maintaining legality and confidentiality. In addition, the Special Education Personnel employee must possess the ability to implement programs that promote advanced learning and development at the individual level. The Special Education Personnel employee should possess expertise in behavioral intervention, rehabilitative programs and reinforcement techniques. In addition, the Special Education Personnel employee should have knowledge in the assigned areas of psychology, counseling, education, training, child development or therapy.

### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

### **Education & Experience**

- A School Social Worker must possess a master's degree in social work. In addition, A School Social Worker must have a Limited Master Social Worker ("LMSW") License or Master Social Worker ("MSW") License. If in possession of a LMSW License, the School Social Worker must pass a comprehensive exam within six years to obtain a MSW License. If applicable, approval via the Office of Special Education Services may be required. Meet all requirements established by the Michigan Department of Education for School Social Workers.
- A School Psychologist must possess a valid Michigan School Psychologist Certificate or a Preliminary School Psychologist Certificate.
- An Occupational Therapist must possess a valid Michigan Occupational Therapist License.
- A Physical Therapist must possess a Doctorate of Physical Therapy ("DPT") degree. In addition, a Physical Therapist must successfully complete the national physical therapy licensure examination. Must possess valid Michigan Physical Therapist License.
- A Speech-Language Pathologist must possess a master's degree in speech-language pathology from an accredited institution. In addition, a Speech-Language Pathologist must possess a Certificate of Clinical Competency from the American Speech-Language-Hearing Association. Must possess a Speech Language Pathologist Therapist License.
- A School Counselor must possess a valid Temporary School Counselor License (TSCL), Preliminary School Counselor Credential (PSCC), Michigan Teaching Certificate with the School Counselor (NT) endorsement, or School Counselor License (SCL).

**Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects or individuals weighing up to 75 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

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



## **Job Description**

**Position:** Secondary Special Education Resource Teacher

**Professional Supervisor:** Supervisor of Academic Progress

**Administrative Supervisor:** School Leader

**General Description:** Kalamazoo Prep School is a year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 15-22. The Special Education Teacher works collaboratively with students and teachers to provide specially designed instruction, accommodations and modifications for secondary students eligible for special education services under IDEA, evaluates and assesses student progress, follows state and federal mandated due process procedures, functions as the IEP Caseload Manager to assigned students, uses various methods to provide instruction to students on their caseload (ie. push-in, pull-out, team teaching, etc).

### **Primary Responsibilities**

- Understands, accepts, and abides by the Reimagine Education philosophy and mission statement in all his/her school activities
- Demonstrates a belief in all students ability to succeed and meet high expectations
- Assumes responsibility for the development and implementation of specific objectives to meet the needs of each individual student
- Provide individualized, research-based specialized instruction to address the instructional goals and objectives contained within each student's IEP
- Use baseline assessment data, progress monitoring tools and communication from the IEP team to develop and support appropriate educational plans and continued use of progress monitoring to produce data to determine the need for additional reinforcement or adjustments to instructional techniques
- Engage in various teaching techniques, methods and principles of learning to enable students to meet their IEP goals
- Judges the relative success of student instruction in terms of demonstrated student learning; adjust activities according to evidence of student learning
- Develop and implement annual Individualized Educational Program (IEP) plans for students to include: gathering and use of updated data, present levels of educational performance, special education needs, instructional goals and objectives, and the special education and related services required to meet those goals
- Collaborate and consult with educational professionals and community service providers (i.e., social services, public health, medical providers etc.) regarding the needs of students; coordinate the delivery of special education services in each student's IEP, including related services
- Create a learning environment conducive to learning and appropriate to the maturity and interests of the students
- Write measurable, relevant, and age appropriate IEP goals with a focus on B-13 Transition and provide timely progress monitoring
- Communicate clearly and consistently with students, school staff and families

- Provides consultation to classroom teachers regarding classroom adaptations, instructional modifications, adaptive equipment, behavior modification plans and other similar instructional interventions to meet the needs of students with disabilities
  - Complete special education documentation regarding students' specially designed instruction as required by law, district policy and administrative regulations using updated data as obtained from progress monitoring
  - School activities — Teachers are required to attend and participate in such other activities as directed by the School Leader and/or Supervisor of Academic Progress such as: staff meetings (before or after school hours), assessment windows, open houses, graduations (2 per year), etc.
  - Uses computers and other technology provided to assist students
  - Acts in accordance with the professional duties and directives as given by the Supervisor of Academic Progress, and meets administrative and mission expectations as set forth by the School Leader
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Reimagine Education manuals pertinent to the position

### **Essential Skills**

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to work collaboratively with other teachers to interpret and produce numeric representations of student data, and use it to drive instructional decisions
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring practices
- Competency in the administration and interpretation of academic ability testing
- Ability to use technology for documentation and preparation of professional materials
- Thorough knowledge of the principles, practices and procedures of special education and specialty area and the principles and methodology of effective teaching of students with disabilities
- Ability to communicate assessment results, in written and oral forms, to parents and professionals
- Ability to prioritize tasks, allocate time, and maintain schedule flexibility

### **Qualifications**

- BA or BS Degree
- Valid special education teaching certificate/license as well as Highly Qualified (HQ) with endorsement in at least one area of special education
- Satisfactory completion of criminal history check
- Valid Driver's License
- Excellent oral/written communication skills
- Must be able to pass a background check
- Proficient in technology, including Google Suite for Education

- Passion for working with at-risk youth in a blended learning setting

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

Kalamazoo Prep Academy is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.



## **Job Description**

**Position:** Street Outreach Parent Coordinator

**Reports to:** School Leader

**General Description:** Kalamazoo Prep Academy is a year-round charter high schools offering a traditional high school diploma to dropout and at-risk students ages 15-22. Reimagine Education is seeking a Street Outreach Parent to support the School Leader by coordinating community efforts to find and engage dropout youth in our neighborhoods and cities who face extreme barriers. The position will work throughout the greater community to find youth who need help obtaining their high school diploma and work to re-engage them in the educational process.

### **Primary Responsibilities**

- Understands, accepts, and abides by the Reimagine Education philosophy and mission statement in all his/her school activities
- Demonstrates a belief in all students ability to succeed and meet high expectations
- Motivates, educates, and assists youth in realizing their potential and encourage and support them in engaging or re-engaging in school
- Establishing a relationship and understanding of youth in areas where they spend time (e.g., neighborhood locales, parks, etc.)
- Guide dropouts back to school and introduce dropouts to the Kalamazoo Prep School mission and school-related projects
- Identifying and building community relationships with residents, local merchants, courts, police, school, health centers and community organizations/resources.
- Make connections with dropout youth and works to build trust relationships by meeting students “where they are at”
- Conducts street outreach on foot under direction of the School Leader in order to find dropout youth who need us, and locate missing students who have been truant
- Serves as parents-first to students by providing unconditional love and absolute respect while modeling positive interactions and high expectations for learning and personal growth
- Help students overcome barriers by connecting them to services and support
- Distributes basic need supplies such as clothing, first aid supplies, health or hygiene supplies, food, drink, books, blankets, etc. to students in need
- Documents each contact with students on the streets to include name of youth (if willing to give), materials distributed to youth (written, survival aid, etc.), and referrals provides
- Performs continuous follow-up with all youth and collects data
- Maintain daily activity log/record of support for state and federal auditory purposes
- School activities — Required to attend and participate in such other activities as directed by the School Leader and/or Supervisor of Academic Progress such as: staff meetings (before or after school hours), assessment windows, open houses,

- graduations (2 per year), etc.
- Acts in accordance with the professional duties and directives and meets administrative and mission expectations as set forth by the School Leader
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Reimagine Education manuals pertinent to the position

#### **Essential Skills and Abilities for Street Outreach Parent**

- Must possess servant leadership qualities and demonstrate excellent customer service skills, both in verbal and written formats, to all stakeholders
- Ability to understand the needs of dropout, homeless and youth with extreme barriers that the academy serves with sensitivity and compassion
- Ability to work with diverse youth from various backgrounds without bias or prejudice
- Maintain professional boundaries and be a positive role model
- Work independently with little supervision while performing outreach activities
- Ability to work collaboratively with all stakeholders
- Receptive to professional learning on a regular basis
- Ability to embrace change and adapt to ensure excellent student outcomes and growth
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

#### **Qualifications**

- Experience in the area of social work, education, psychology or marketing
- Some college coursework preferred
- Prefer experience working with dropouts, homeless or at-risk youth
- Valid Driver's License
- Must be able to pass a background check
- Excellent oral/written communication skills
- Proficient in technology, including Google Suite for Education
- Passion for working with at-risk youth in a blended learning setting

This job description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed at any time.

Kalamazoo Prep Academy is an equal opportunity employer and will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.



## **TEACHER**

**Reports To:** School Leader and/or Department Director

**Employed By:** Partner Solutions

**FLSA Status:** Exempt

**Other Titles:** Resource Room Teacher, Special Education Teacher, Lead Teacher, Intervention Teacher, Online Facilitator Teacher, Substitute Teacher, MTSS Coordinator, Instructional Coach, Success Coach and all other subject or grade level teachers

### **Core Principles**

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

### **Essential Duties**

Teachers are members of a professional community, where they work collaboratively to promote high expectations and academic growth. Teachers are dedicated to the mission of the Academy by participating in professional development and applying it to their classrooms. Exceptional Teachers demonstrate a solution-oriented approach to challenges, are reflective and work to understand and use best practices to continuously improve instruction and increase student achievement. Teachers are responsible for implementing the Academy curriculum, participating in its revision, developing assessments and monitoring student progress and for maintaining positive home-Academy relationships.

Special Education Teachers are responsible for promoting a positive learning environment for students with disabilities. Special Education Teachers must modify instructional techniques in order to enhance learning for all students. In addition, Special Education Teachers are responsible for collaboration, participation in professional development and continuous improvement of instructional practices. Special Education Teachers are responsible for tracking the progress of students with disabilities and communicating progress with parents.

### **Qualifications**

#### *Supervision*

Individuals in this position must be able to apply effective supervision methods. Teachers will be responsible for the supervision of students. Supervisory responsibilities include establishing respectful routines and procedures that maximize learning by establishing a safe and orderly environment and overseeing all classroom activities. Teachers may also participate as supervisors in Teacher led school improvement activities.

#### *Planning & Implementation*

An effective employee in this position will assist in the creation of an instructional plan based on student needs in coordination with the published education program. In addition, the Teacher must implement instructional strategies as expected and described by administration and leadership. The Teacher is responsible for researching and employing instructional methods and carrying out practices required for student success.

#### *Knowledge & Expertise*

Qualified employees in this position will possess knowledge of curriculum development and metrics for evaluation. The Teacher must be an expert in instructional implementation and be committed to a reflective, solutions-oriented approach to continuous school improvement. Excellent Teachers understand and expect to be exemplars of life-long learning. The Teacher must possess a high level of knowledge and expertise in their specific subject matter. The Teacher must execute a variety of instructional techniques.

#### *Reasoning Ability*

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. Teachers possess the intellectual capacity and agency to affect student achievement and positive Academy change. In addition, the Teacher will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

#### *Interpersonal Qualities*

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

\*All employees must successfully pass a criminal background check.

\*All employees must follow the policies as outlined in the Employee Handbook.

#### **Education & Experience**

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- The Physical Education Teacher must complete concussion training prior to beginning their assignment.
- The Science Teacher must complete Hazardous Materials Training prior to beginning their assignment.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

#### **Physical Demands & Work Environment**

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.
- Assist/lift students, as necessary.

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

**SCHEDULE 7-4**

**METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT**

#### SCHEDULE 7-4

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

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

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

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

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

Date: 5/26/26

Gary Olson  
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Kalamazoo Prep Academy Board of Directors at a properly noticed open meeting held on the 24 day of April, 2026 at which a quorum was present.

Richard Wallace  
Board Secretary

**SCHEDULE 7-5**

**ACADEMY'S ADMISSION POLICIES AND CRITERIA**



## **Kalamazoo Prep Academy Enrollment and Application of Pupils**

### **Admission Policy and Criteria**

The school will comply with all applicable federal and state laws related to admissions and enrollment, including Section 504 of the Michigan Revised School Code and the ESA.

#### **Non-Discrimination**

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district.

#### **Open Enrollment Period and Notice**

During the 2026-2027 school year, Kalamazoo Prep Academy shall offer education for students in the ninth through the twelfth grade, and the Academy's program is designed to allow for a total maximum enrollment of 400 students. Kalamazoo Prep Academy has established the 2026-2027 enrollment dates as follows:

Re-enrollment from: March 30, 2026 - April 30, 2026

Open Enrollment from: May 1, 2026 - May 15, 2026

If necessary, Random Selection Drawings shall be held on May 20, 2026.

The ESP and/or the school will provide notice of open enrollment by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation in the Kalamazoo County ISD area; (b) mailing a written notice of the open enrollment period and an application to all families who inquire about school enrollment; and (c) posting a written notice of the open enrollment period at the school. In addition, notice may also be provided by airing a public service announcement on local television. As part of the enrollment process, the school staff will seek to meet with families, parents and students prior to the first day of school via parent and student orientation meetings. In this way, applicants and their parents will have the opportunity



to become fully informed as to the nature and scope of the school, its curriculum, and requirements.

### **Application Procedures**

Interested parties may obtain applications at:

- The offices of the school

Applications will be mailed or faxed to anyone requesting an application by telephone.

Applications for the current school year will be accepted until the end of the current school year and available seats will be filled. Applications for the subsequent school year are received during the Open Enrollment Period. If applications received exceed offered seats in any grade level ("over-subscribed grades"), a random selection process will take place for all grade levels including under-subscribed grade levels. If applications received are fewer than offered seats in 1 each and every grade level ("under-subscribed grades"), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period will not be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within four weeks of acceptance by returning certain initial forms, including an Admissions Form and an Official Release of Records Form. The school will send letters to parents reminding them of this obligation in order to enroll their child. The school will send all applicants a postcard to inform parents that if the student does not attend the first day of school or call in to request an excused absence by the date and time indicated the student will forfeit his/her registered status in the school and will not be enrolled. The school will attempt to call all applicants who have not responded to inquire whether the applicant is still planning to attend.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to reenter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year. All applicants on a waiting list must resubmit an application for the following school year during the next Open Enrollment Period.

### **Standby Opportunity Plan**



The Standby Opportunity Plan (SOP) is a procedure by which the school may decide to revise its waiting list on the first day of school. If the school follows this procedure, the school will send all applicants on the waiting list a registration card prior to the first day of school. To be included in the SOP, the applicant must return the card to the school by the date indicated and include phone numbers where the applicant can be reached the first day of school between the times listed on the card. In the event of an offered seat becoming available, the school will attempt to reach the parent participating in the SOP and offer the seat. If the school cannot reach the parent at the phone numbers and during the times provided on the card, the school will contact the next person on the waiting list who is participating in the SOP. If a student participates in the SOP and a seat is not available for them, they will receive a higher waiting list priority than those students who did not participate.

### **Random Selection Process**

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party person will be present during the random selection process. This person will not be related to any student, staff member, or anyone applying to the school. Names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received. The random selection 2 process will be videotaped. In the event of any discrepancy, the video tape will be the official record of placement of students.

### **Class Size and Offered Seats**

Class size and offered seats will be recommended by the ESP and submitted to the school board of directors for approval. In order to make provision for student attrition (reenrolling students who indicate that they are coming back but do not return on the first day of school) and erosion (new students who have been accepted for offered seats but are absent without excuse on the first day of school), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion. In addition, the number of classrooms may fluctuate in the event the number of students enrolled warrants the increase or decrease in number of classrooms. In no event will over-subscription, or



fluctuations in the number of classrooms result in a violation of any provision or limit contained within the school's charter or applicable law.

## **Enrollment Preferences**

Enrollment preference is first given to currently enrolled students and, for the given school year, those pupils who were enrolled at the PSA facility on the last day of instruction of the prior academic year, to the extent that any required approval is obtained. Next preference is given to the following ordered categories of applicants:

- Siblings of currently enrolled students
- Siblings of students selected in the random selection process
- All remaining applicants.

If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, while sibling preference applies, siblings are not guaranteed a seat.

## **Procedural Steps**

### **Step 1: Setup**

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include the student's name, grade level to which the student is applying, street address, and names and grade levels of any siblings who are also applying for admission to the school.

### **Step 2: Admission of Applicants Applying for Under-Subscribed Grades**

A neutral third-party person will randomly select the names of each applicant for each under-subscribed grade level. If the accepted student has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available, or placed on the waiting list with sibling preference if offered seats are not available. This 3 admissions process will continue for the successive under-subscribed grades for all students until all names have been selected with their associated siblings.



### **Step 3: Admission of Applicants Applying for Over-Subscribed Grades**

A neutral third-party person will then randomly select the order in which oversubscribed grades will be filled. Student will be randomly selected for available seats or placed on the waiting list if an offered seat is not available. If the selected student is accepted and has siblings who are also applying for admission, the siblings will be accepted if there are offered seats available or placed on the waiting list with sibling preference if offered seats are not available. If the selected student is placed on the waiting list and has siblings who are also applying, the siblings' names will not be selected at this time, but will wait until their grade level is selected.

### **Step 4: Waiting List Priority**

Students will continue to be randomly selected until all names are selected. After a grade level's seats are full, all remaining names will be placed on the waiting list in the order in which they are selected. Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

When a seat becomes available in a particular grade due to attrition, erosion, or other event, if that particular grade has a waiting list, that available seat will be filled by the first student on the waiting list for that particular grade. If a waiting list does not exist for that particular grade, but exists for another grade, the school may (subject to applicable enrollment limits and board approved offered seats) fill the available seat using the first student on the waiting list in a different grade, the grade deemed most beneficial to student and school considering class size, teacher capacity, and other school operational factors.

### **Appeals**

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's board of directors sent to the school's address. Following receipt of the parent's written appeal, a representative of the board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the board of directors or its designee.

**SCHEDULE 7-6**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

## Kalamazoo Prep Academy Academic Calendar 2026-2027

| July 2026 |    |    |    |    |    |    | August 2026 |    |    |      |    |    |    | September 2026 |    |    |    |    |    |    | October 2026 |    |    |      |    |    |    |
|-----------|----|----|----|----|----|----|-------------|----|----|------|----|----|----|----------------|----|----|----|----|----|----|--------------|----|----|------|----|----|----|
| S         | M  | T  | W  | T  | F  | S  | S           | M  | T  | W    | T  | F  | S  | S              | M  | T  | W  | T  | F  | S  | S            | M  | T  | W    | T  | F  | S  |
|           |    |    | 1  | 2  | 3  | 4  |             |    |    |      |    |    | 1  |                |    | 1  | 2  | 3  | 4  | 5  |              |    |    |      | 1  | 2  | 3  |
| 5         | 6  | 7  | 8  | 9  | 10 | 11 | 2           | 3  | 4  | 5    | 6  | 7  | 8  | 6              | 7  | 8  | 9  | 10 | 11 | 12 | 4            | 5  | 6  | 7    | 8  | 9  | 10 |
| 12        | 13 | 14 | 15 | 16 | 17 | 18 | 9           | 10 | 11 | 12 * | 13 | 14 | 15 | 13             | 14 | 15 | 16 | 17 | 18 | 19 | 11           | 12 | 13 | 14 * | 15 | 16 | 17 |
| 19        | 20 | 21 | 22 | 23 | 24 | 25 | 16          | 17 | 18 | 19   | 20 | 21 | 22 | 20             | 21 | 22 | 23 | 24 | 25 | 26 | 18           | 19 | 20 | 21   | 22 | 23 | 24 |
| 26        | 27 | 28 | 29 | 30 | 31 |    | 23          | 24 | 25 | 26   | 27 | 28 | 29 | 27             | 28 | 29 | 30 |    |    |    | 25           | 26 | 27 | 28   | 29 | 30 | 31 |
|           |    |    |    |    | 8  | 12 | 30          | 31 |    |      |    | 17 | 17 |                |    |    |    |    | 20 | 20 |              |    |    |      |    | 22 | 22 |

| November 2026 |    |    |    |    |    |    | December 2026 |    |    |     |    |    |    | January 2027 |    |    |    |    |    |    | February 2027 |    |    |      |    |    |    |
|---------------|----|----|----|----|----|----|---------------|----|----|-----|----|----|----|--------------|----|----|----|----|----|----|---------------|----|----|------|----|----|----|
| S             | M  | T  | W  | T  | F  | S  | S             | M  | T  | W   | T  | F  | S  | S            | M  | T  | W  | T  | F  | S  | S             | M  | T  | W    | T  | F  | S  |
| 1             | 2  | 3  | 4  | 5  | 6  | 7  |               |    | 1  | 2   | 3  | 4  | 5  |              |    |    |    |    | 1  | 2  |               | 1  | 2  | 3    | 4  | 5  | 6  |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 | 6             | 7  | 8  | 9 * | 10 | 11 | 12 | 3            | 4  | 5  | 6  | 7  | 8  | 9  | 7             | 8  | 9  | 10   | 11 | 12 | 13 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 | 13            | 14 | 15 | 16  | 17 | 18 | 19 | 10           | 11 | 12 | 13 | 14 | 15 | 16 | 14            | 15 | 16 | 17 * | 18 | 19 | 20 |
| 22            | 23 | 24 | 25 | 26 | 27 | 28 | 20            | 21 | 22 | 23  | 24 | 25 | 26 | 17           | 18 | 19 | 20 | 21 | 22 | 23 | 21            | 22 | 23 | 24   | 25 | 26 | 27 |
| 29            | 30 |    |    |    |    |    | 27            | 28 | 29 | 30  | 31 |    |    | 24           | 25 | 26 | 27 | 28 | 29 | 30 | 28            |    |    |      |    |    |    |
|               |    |    |    |    | 18 | 18 |               |    |    |     |    | 14 | 14 | 31           |    |    |    |    | 19 | 19 |               |    |    |      |    | 19 | 19 |

| March 2027 |    |    |    |    |    |    | April 2027 |    |    |      |    |    |    | May 2027 |    |    |    |    |    |    | June 2027 |    |    |      |    |    |    |
|------------|----|----|----|----|----|----|------------|----|----|------|----|----|----|----------|----|----|----|----|----|----|-----------|----|----|------|----|----|----|
| S          | M  | T  | W  | T  | F  | S  | S          | M  | T  | W    | T  | F  | S  | S        | M  | T  | W  | T  | F  | S  | S         | M  | T  | W    | T  | F  | S  |
|            | 1  | 2  | 3  | 4  | 5  | 6  |            |    |    |      | 1  | 2  | 3  |          |    |    |    |    |    | 1  |           |    | 1  | 2    | 3  | 4  | 5  |
| 7          | 8  | 9  | 10 | 11 | 12 | 13 | 4          | 5  | 6  | 7    | 8  | 9  | 10 | 2        | 3  | 4  | 5  | 6  | 7  | 8  | 6         | 7  | 8  | 9    | 10 | 11 | 12 |
| 14         | 15 | 16 | 17 | 18 | 19 | 20 | 11         | 12 | 13 | 14 * | 15 | 16 | 17 | 9        | 10 | 11 | 12 | 13 | 14 | 15 | 13        | 14 | 15 | 16 * | 17 | 18 | 19 |
| 21         | 22 | 23 | 24 | 25 | 26 | 27 | 18         | 19 | 20 | 21   | 22 | 23 | 24 | 16       | 17 | 18 | 19 | 20 | 21 | 22 | 20        | 21 | 22 | 23   | 24 | 25 | 26 |
| 28         | 29 | 30 | 31 |    |    |    | 25         | 26 | 27 | 28   | 29 | 30 |    | 23       | 24 | 25 | 26 | 27 | 28 | 29 | 27        | 28 | 29 | 30   |    |    |    |
|            |    |    |    |    | 18 | 18 |            |    |    |      |    | 20 | 20 | 30       | 31 |    |    |    | 19 | 19 |           |    |    |      |    | 12 | 13 |

### Important

|   |               |
|---|---------------|
|   | No School     |
|   | School Days   |
|   | Count Day     |
|   | Graduation    |
|   | NWEA Testing  |
| * | Board Meeting |

|  |                 |
|--|-----------------|
|  | Term Start Date |
|  | Term End Date   |
|  | Staff PD        |
|  | Prep Day        |
|  | State Testing   |

|    |    |
|----|----|
| T1 | 27 |
| T2 | 45 |
| T3 | 46 |
| T4 | 42 |

|    |    |
|----|----|
| T5 | 46 |
|----|----|

|             |      |
|-------------|------|
| Total Hours | 1339 |
| Total Days  | 206  |
| Staff Days  | 210  |

**SCHEDULE 7-7**

**AGE/GRADE RANGE OF PUPILS ENROLLED**

**SCHEDULE 7-7**

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

The Academy will enroll students in ninth through twelfth grade that are age appropriate.

**SCHEDULE 7-8**

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



## **KALAMAZOO PREP ACADEMY**

### **Building Description**

KALAMAZOO Prep Academy, 400 W. Crosstown Parkway, Kalamazoo, Michigan 49001: The Kalamazoo Prep Academy is a brick structure (approximately 16,000 total square feet), flat roof, circa 1956, situated in a commercial area between S. Westnedge Ave and S. Park Street, just north of W. Crosstown Parkway. This is a two-story building with office space, elevator, conference rooms, and will have at-least 7 classrooms after the renovations are complete. The building is situated on a 2.04 square acre parcel. The academy will be a combination of computer labs and direct instruction classrooms.

7✓  
1700  
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2016 SEP 21 AM 10:05  
COUNTY OF KALAMAZOO

2016-030923 09/21/2016 11:00:21 AM  
Pages: 1 of 7 DEED  
CHICAGO TITLE COMPANY  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI  
[Barcode]

2016-030923 Receipt# 16-18576  
09/21/2016 11:00 AM Kalamazoo County, Michigan  
Real Estate Transfer Tax  
Tax Stamp # 287989  
County Tax: \$220.00 State Tax: \$1500.00



City of Kalamazoo Property Tax Clearance

Certificate # 24269  
has been issued for this document  
and legal description by the  
Kalamazoo City Treasurer

### COVENANT DEED

THIS COVENANT DEED (this "Deed"), is made as of the 31st day of August, 2016, between **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, successor by merger to National City Bank, and successor by various name changes and mergers to First National Bank and Trust Company of Kalamazoo, Michigan, a national banking corporation, and to The First National Bank and Trust Company of Michigan, a national banking association, having an office c/o PNC Realty Services, at 300 Fifth Avenue, 22<sup>nd</sup> Floor Pittsburgh, Pennsylvania 15122 ("Grantor") and **KALAMAZOO COVENANT ACADEMY**, a Michigan nonprofit corporation, whose address is 125 Catherine Street, Muskegon, Michigan 49442 ("Grantee").

That Grantor, for and in consideration of the sum of TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$200,000.00) to it in hand paid by Grantee, the receipt whereof is hereby confessed and acknowledged, does by these presents grant, bargain, sell, convey, release, alien and confirm unto Grantee and to Grantee's successors and/or assigns, FOREVER, that certain parcel of land in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows (the "Property"):

### SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Parcel Identification Nos: 39-06-22-356-001, 39-06-22-360-002, 39-06-22-355-001, 39-06-22-351-011, and 39-06-22-351-012.

UNDER AND SUBJECT, WITHOUT LIMITATION, TO:

- cut 272050*
- (a) Real property taxes and assessments not yet due and payable;
  - (b) Matters that would be disclosed by an accurate survey;
  - (c) Easements, rights-of-way, restrictions, leases, conditions, covenants, restrictions, agreements and all other matters of public record; and
  - (d) All laws, regulations and restrictions, including, without limitation, building and zoning ordinances, of municipal or other governmental authorities applicable to and enforceable against the Property.

**AND FURTHER SUBJECT TO** the following restriction:

- (i) From and after the date of this Deed and continuing thereafter for five (5) years (the "Restriction Period"), neither the Property, nor any part thereof, shall be used for the purpose of conducting or in connection with the business of a commercial bank, savings bank, savings and loan association, credit union or mortgage bank, or other financial services organization, including,

without limitation the installation and operation of one or more automated teller machine (ATM or ATMs) and/or night deposit boxes or safety deposit boxes; provided, however that Grantor or its subsidiaries or affiliates shall not be subject to such restriction.

- (ii) The foregoing restriction shall be a covenant running with the land, and shall automatically terminate without necessity of action by either Grantor or Grantee upon the expiration of the Restriction Period.
- (iii) Grantee acknowledges and agrees that damages arising from or out of Grantee's violation of this restriction would be difficult, if not impossible to ascertain and that Grantor shall have the right to enforce said restriction through injunctive relief or any other right or remedy available at law or in equity, and in such event Grantor shall be entitled to reimbursement from Grantee, or its successors or assigns, of all costs and expenses incurred in enforcing this restriction, including, but not limited to, attorneys' fees and expenses.

**GRANTEE BY ACCEPTANCE OF THIS DEED SPECIFICALLY ACKNOWLEDGES THAT NEITHER GRANTOR NOR ANYONE ON BEHALF OF GRANTOR MAKES ANY WARRANTIES OR COVENANTS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD THAT THE PROPERTY IS BEING CONVEYED IN AN "AS IS" AND "WITH ALL FAULTS" CONDITION. BY ACCEPTANCE OF THIS DEED, GRANTEE AFFIRMS THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, EXCEPT THOSE ASSOCIATED WITH TITLE.**

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and/or assigns to the sole and only proper use, benefit and behalf of Grantee and Grantee's successors and/or assigns, FOREVER, and Grantor covenants and agrees to and with Grantee that Grantor has not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the Property hereby granted, or any part thereof, is, are or shall be charged or encumbered in title, estate or otherwise.

The covenants herein shall be binding upon and inure to the benefit of the respective heirs, successors, assigns and/or legal representatives of Grantor and Grantee.

In addition, Grantor does hereby remise, release and quitclaim its interest, if any, in and to the property described on **EXHIBIT "B" QUITCLAIM PARCEL DESCRIPTIONS** attached hereto and made a part hereof.

Where applicable, pronouns and relative words used herein shall be read as plural, feminine or neuter.

City of Kalamazoo Property Tax Clearance  
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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed:

**PNC BANK, NATIONAL ASSOCIATION,**  
a national banking association

By: \_\_\_\_\_

*Dana Armstrong*  
Dana Armstrong  
Vice President

COMMONWEALTH OF PENNSYLVANIA )

) SS

COUNTY OF ALLEGHENY )

The foregoing instrument was acknowledged before me on the 31st day of August, 2016, by Dana Armstrong, who is a Vice President of PNC BANK, NATIONAL ASSOCIATION, a national banking association.

*Helen Kundman*

Print Name: *Helen Kundman*

Notary Public  
Acting in Allegheny County

My term expires: *May 3rd 2020*

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Helen Kundman, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires May 3, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Instrument Drafted by:  
Shannon S. Vukmir, Esquire  
Sitko Bruno, LLC  
2740 Smallman Street  
Suite 300  
Pittsburgh, PA 15222

Return to:  
April Holme-Kutsche  
Chicago Title  
941 West Milham Road  
Portage, MI 49024

City of Kalamazoo Property Tax Clearance

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2016-030923 09/21/2016 11:00:21 AM

Pages: 3 of 7 DEED  
CHICAGO TITLE COMPANY

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 692.07 FEET TO A POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION AND THE CENTERLINE OF BALCH STREET;

THENCE SOUTH 89 DEGREES 33 MINUTES 15 SECONDS EAST, A DISTANCE OF 631.80 FEET TO A POINT OF INTERSECTION OF THE CENTERLINES OF BALCH STREET AND SOUTH PARK STREET BY FOUND MONUMENT;

THENCE NORTH 01 DEGREES 10 MINUTES 39 SECONDS EAST ALONG SAID CENTERLINE OF SOUTH PARK STREET, A DISTANCE OF 646.14 FEET;

THENCE NORTH 89 DEGREES 14 MINUTES 21 SECONDS WEST, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF DEN ADEL COURT AND THE WESTERLY RIGHT OF WAY OF SAID SOUTH PARK STREET AND THE POINT OF BEGINNING;

THENCE SOUTH 01 DEGREES 10 MINUTES 39 SECONDS WEST (D=NORTH) ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID SOUTH PARK STREET, A DISTANCE OF 489.85 FEET (D=489.85');

THENCE SOUTH 58 DEGREES 20 MINUTES 37 SECONDS WEST (D=N56°53"E), A DISTANCE OF 230.52 FEET (D=230.52');

THENCE NORTH 89 DEGREES 33 MINUTES 15 SECONDS WEST (D=N89°24"E), A DISTANCE OF 21.43 FEET (D=22.45');

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=S0°06"E), A DISTANCE OF 125.34 FEET (D=132');

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24"E), A DISTANCE OF 49.38 FEET (D=51.7');

THENCE NORTH 00 DEGREES 59 MINUTES 53 SECONDS EAST (D=N0°06"E), A DISTANCE OF 66.02 FEET (D=66');

THENCE SOUTH 88 DEGREES 43 MINUTES 09 SECONDS EAST (D=S89°24"W), A DISTANCE OF 132.02 FEET (D=149.76±');

THENCE NORTH 01 DEGREES 18 MINUTES 30 SECONDS EAST (D=SOUTH), A DISTANCE OF 422.92 FEET (D=416.71');

THENCE SOUTH 89 DEGREES 14 MINUTES 21 SECONDS EAST (D=S89°17"W), A DISTANCE OF 131.98 FEET (D=132') TO THE POINT OF BEGINNING.

SUBJECT TO easement for court purposes over the North 7 feet thereof adjoining Den Adel Court.  
and

Tax Identification No. 39-06-22-356-001.

City of Kalamazoo Property Tax Clearance

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Pages: 4 of 7 DEED  
CHICAGO TITLE COMPANY

Timothy A. Snow County Clerk/Register Kalamazoo County, MI



PARCEL 2:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Beginning at a point in the North line of Balch Street, 165.5 feet East of the East line of West Street, now called Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West (said course supposed to be 8 rods); running thence East parallel with the South line of Section 22, 50 feet; running thence South parallel with first course to North line of Balch Street; thence West on North line of Balch Street to place of beginning. ALSO, beginning at a point in the North line of Balch Street in the City of Kalamazoo, 13 rods 1 foot East of the East line of West Street, now Westnedge Avenue; thence North parallel with the East line of Westnedge Avenue to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the South Section line; thence South parallel with first course to the North line of Balch Street; thence West on North line of Balch Street to the place of beginning. ALSO, beginning at a point in the North line of West Crosstown Parkway (formerly Balch Street) in the City of Kalamazoo, 7 rods East of the East line of Westnedge Avenue (formerly West Street); thence North parallel with the East line of Westnedge Avenue (formerly West Street) to a point 52 rods North of the South line of Section 22, Town 2 South, Range 11 West; thence East 50 feet parallel with the said South Section line; thence South parallel with the East line of Westnedge Avenue to the North line of West Crosstown Parkway; and thence West on said North line to the place of beginning.

Tax Identification No. 39-06-22-360-002

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWN 2 SOUTH, RANGE 11 WEST, CITY OF KALAMAZOO, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS;

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION, SAID LINE ALSO BEING THE CENTERLINE OF WESTNEDGE AVENUE A DISTANCE OF 857.55 FEET;

THENCE SOUTH 88 DEGREES 37 MINUTES 48 SECONDS EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID WESTNEDGE AVENUE AND THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREES 03 MINUTES 32 SECONDS EAST (D=SOUTH) ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 131.37 FEET (D=132');;

THENCE SOUTH 88 DEGREES 44 MINUTES 14 SECONDS EAST (D=S89°24'W), A DISTANCE OF 283.83 FEET;

THENCE SOUTH 01 DEGREES 17 MINUTES 06 SECONDS WEST (D=SOUTH) TO A POINT ON THE NORTHLINE OF THE SOUTH 52 (858') RODS OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 BY FOUND MONUMENTS, A DISTANCE OF 131.90 FEET (D=132');;

THENCE NORTH 88 DEGREES 37 MINUTES 48 SECONDS WEST (D=N89°24'E) ALONG SAID NORTH LINE OF THE SOUTH 52 RODS (858'), A DISTANCE OF 283.31 FEET TO THE POINT OF BEGINNING.

SUBJECT TO certain easements, rights and restrictions of record in deeds from City of Kalamazoo

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CHICAGO TITLE COMPANY  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI

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City of Kalamazoo Property Tax Clearance

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to the First National Bank & Trust Company of Kalamazoo and in Liber 709, Page 527.

Tax Identification No. 39-06-22-355-001.

PARCEL 4:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Commencing on the South line of Den Adel Court 391 feet East of the East line of Westnedge Avenue; thence South 6 rods; thence East 40 feet; thence North 6 rods to the South line of Den Adel Court; and thence West 40 feet to beginning.

Tax Identification No. 39-06-22-351-011

PARCEL 5:

A parcel of land situate in the City of Kalamazoo, County of Kalamazoo and State of Michigan, described as follows:

Beginning at a point 384 feet East of a point in the West line of Section 22, Town 2 South, Range 11 West, which said point in the West line of Section 22 is 1341.765 feet North of the Southwest corner of said Section 22 measured along the West line of said Section 22, said point of beginning being in the South line of what is commonly known as and called Den Adel Court; running thence South parallel with the West line of Section 22, 99 feet; thence East parallel with the South line of Den Adel Court, 40 feet; thence North parallel with first course 99 feet; thence West 40 feet to the place of beginning. Also the right of way for use for general street purposes in common with all other persons owning or occupying lands adjoining or abutting thereon over what is commonly known as and called Den Adel Court, the same being more particularly described as follows: Beginning at the Northeast corner of said above described premises; running thence East 40 feet; thence North parallel with the East line of West Street, 18 feet; thence West to the East line of West Street; thence South on the East line of West Street, 18 feet; thence East to the place of beginning.

Tax Identification No. 39-06-22-351-012

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**EXHIBIT "B"**  
**QUITCLAIM PARCEL DESCRIPTIONS**

**PARCELS 1 AND 3:**

All that certain piece or parcel of land, situate and being in the City of Kalamazoo, County of Kalamazoo, and State of Michigan, known and described as follows, to-wit:

Commencing on the west line of Section 22, Town 2 South, Range 11 West, at a point 52 rods north of the southwest corner thereof, thence north 89° 24' east along a line 52 rods north of the south line of said Section 383.7 feet to the west line of land conveyed by the City of Kalamazoo to The First National Bank & Trust Company of Kalamazoo, by deed recorded in Liber 697 Deeds; Page 154 in the Office of the Register of Deeds, Kalamazoo County, Michigan, thence south 0° 06' east along the west line of said land conveyed to The First National Bank & Trust Company of Kalamazoo 132 feet to the north line of Crosstown Parkway (formerly Balch Street) said point being 383.70 feet east of the west line of said Section 22; thence north 89° 24' east along said north line of Crosstown Parkway 22.45 feet to an angle in said north line, thence north 56° 53' east along said north line of Crosstown Parkway 230.52 feet to its intersection with the west line of South Park Street, thence north along the West line of South Park Street, 489.85 feet to the south line of Den Adel Court, (said point being south 316 feet from the south line of Forest Street) thence south 89° 17' west along the south line of Den Adel Court 132 feet, thence south parallel with the west line of said South Park Street 416.71 feet, thence south 89° 24' west 149.76 feet more or less to the east line of land conveyed by DeBruin to The First National Bank & Trust Company of Kalamazoo by deed recorded in Liber 709 of Deeds, Page 527 in the Office of the Register of Deeds for Kalamazoo County, Michigan, thence north 0° 06' west along said east line 66 feet, thence south 89° 24' west along the north line of said land conveyed by DeBruin to said Bank 318 feet to the west line of said Section 22 and thence south along said west line 132 feet to the place of beginning.

Tax Identification Nos. 39-06-22-356-001 and 39-06-22-355-001

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CHICAGO TITLE COMPANY  
Timothy A. Snow County Clerk/Register Kalamazoo County, MI  


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# CERTIFICATE OF USE AND OCCUPANCY

## PERMANENT

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

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

**Building Permit No:** BLDG18-00122

400 W CROSSTOWN PKWY

Kalamazoo, MI 49001

COUNTY: Kalamazoo

The above named building of Use Group E, Education and Construction Type 3A is approved for use and occupancy.

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

Print Date: 10/22/2018