A CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

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

ISSUED TO
SUCCESS MILE ACADEMY
(A PUBLIC SCHOOL ACADEMY)

CONFIRMING THE STATUS OF
SUCCESS MILE ACADEMY

AS A
PUBLIC SCHOOL ACADEMY

DATED:
JULY 1, 2013
GENERAL INDEX

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Method of Selection Resolution, dated August 15, 2012
Authorization Resolution, dated August 15, 2012

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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 Success Mile Academy (the "Academy"), to be effective July 1, 2013, 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.

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.


i) Contract means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.

j) 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 11.11 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.

k) **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.

l) **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 11.11 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.

m) **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.

n) **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.

o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.

p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.

r) **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.

s) **University Board** means the Grand Valley State University Board of Trustees.

t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.

u) **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.

v) **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.

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

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

Section 1.3. **Statutory Definitions.** Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. **Application.** The Application submitted to the University Board for the establishment of the Academy is incorporated 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 1.5. **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. 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 2.2. Method for Monitoring Academy’s Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy’s compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract 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 proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform 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 2.3. 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.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, 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 2.5. 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 11.12 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 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 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 anytime, 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.

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 2.5 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.

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

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

OPERATING REQUIREMENTS

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

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

Section 6.3. Educational Goals 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 9.1 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 9.1 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. 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. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. 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 2.5 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 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

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

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. 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 copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy’s homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

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 8.2. 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. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 165, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. 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 8.8. 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 8.9. 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 8.10. 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 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 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 9.2. 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 President or Designee of the University 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 Labor and Economic Growth.

Section 9.3. 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 9.3.

Section 9.4. 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.

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 ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board’s resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board’s resolution approving such termination. 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 as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, 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 the University Board may terminate the Contract at the end of the Academy’s school fiscal year in which the University Board’s decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.
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; or (iv) 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 Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board 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 11.11 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 or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

b) Academy Board’s Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board’s response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy’s response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board’s response must also contain a description of the Academy Board’s plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy’s response includes a denial of non-compliance with the Contract or Applicable Law, the Academy’s response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board’s response.

c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board’s response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board’s response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance (“Plan of Correction”). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board’s response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board’s denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

d) Plan of Correction May Include Conditions to Satisfy University Board’s Contract Reconstitution Obligation. 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. An attempt to improve student educational performance 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) withdrawal of the Academy’s authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.

e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:

  i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(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 or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

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

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 Michigan Department of Education.

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, but no later than the last day of the Academy’s current academic year.

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 Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not
undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, 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 revoked at the end of the current school year in which the notice
is received without any further action of the University Board or the Academy. The University
Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation
initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University Charter
Schools Office shall forward a copy of the State’s Automatic Closure 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 State’s Automatic Closure
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 shall be directed to the Superintendent of Public Instruction, in a form and
manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the
Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the
Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a
material breach of this Contract. Following the issuance of the order, the University Charter
Schools Office shall notify the Academy of the material breach and request a meeting with
Academy Board representatives to discuss the matter. To remedy the material breach, the
Academy shall work toward the development of a corrective action plan that is acceptable to the
University Charter Schools Office. In addition to other matters, the corrective action plan shall
include the Academy’s redesign plan prepared pursuant to section 1280C of the Code. The
development of a corrective action plan under this Section 10.8 shall not in any way limit the
rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other
 provision of the Contract, when the University Board determines that conditions or
circumstances exist to lead the University Board to believe that the health, safety, educational or
economic interest of the Academy or its students is at risk, the University Board may take
immediate action against the Academy pending completion of the procedures described in
Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-
day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed
by the University Board shall have all the powers and authority of the Academy Board under this
Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment
and term of office for each Academy Board member shall cease. If this section has been
implemented and the Hearing Panel under Section 10.6 determines the revocation to be
appropriate, the revocation shall become effective immediately upon the University Board’s
decision.
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) General/Public Liability with a minimum of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate (Occurrence Form);

c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars ($1,000,000) (Occurrence Form);

d) Workers’ Compensation or Worker’s Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars ($1,000,000);

e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate (Claims Made or Occurrence Form);

f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars ($500,000); 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 and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a $2,000,000 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 be an “A” best rating or better. The Academy may join with other public school academies to obtain
insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured with its own limits, i.e. no sharing of limits.

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

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

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. 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 11.6. 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 11.7. 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 covenant 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
Section 11.8. **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.

Section 11.9. **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 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. **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 11.11. **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. 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 11.12. **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 Trustees 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 revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy’s Contract is 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.”

“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.”

Section 11.13. 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 11.14. 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 11.15. 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 11.16. 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 11.17. 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 11.18. 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.

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:

Success Mile Academy
27300 Dequindre Road
Warren, MI 48902

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.**

(a) **Initial Term of Contract.** Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2013 and shall remain in full force and effect for seven (7) years until June 30, 2020, unless sooner terminated according to the terms hereof.

(b) **Termination of Contract During Initial Term of Contract.** Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2020 if the Academy fails to satisfy all of the following conditions:

(i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy’s agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.

(ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy’s real property leases, sublease or other agreements set forth in the Schedules.

(iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board’s approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.

(iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.

(v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.

(vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval from the Michigan Department of Consumer and Industry Services’ Office of Fire Safety for the site or sites set forth in the Schedules.
(vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.

(viii) Any additional financial information or documentation requested by the University President.

(ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2013, then this Contract is automatically terminated without further action of the parties.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

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

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 and in accordance with Applicable Law.
As the designated representative of the Grand Valley State University, 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 governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

ACADEMY

By: __________________________
   Academy Board President
SCHEDULE 1

METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION
CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON JULY 13, 2012:

Authorization of Success Mile 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 Success Mile Academy (“Academy”), located
at 27300 Dequindre Road, Warren, MI 48902, 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:

<table>
<thead>
<tr>
<th># of Academy Board positions</th>
<th># required for Quorum</th>
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<tbody>
<tr>
<td>Five (5)</td>
<td>Three (3)</td>
</tr>
<tr>
<td>Seven (7)</td>
<td>Four (4)</td>
</tr>
<tr>
<td>Nine (9)</td>
<td>Five (5)</td>
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</table>

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:

<table>
<thead>
<tr>
<th># of Academy Board positions</th>
<th># for Quorum</th>
<th># required to act</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5)</td>
<td>Three (3)</td>
<td>Three (3)</td>
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<td>Seven (7)</td>
<td>Four (4)</td>
<td>Four (4)</td>
</tr>
<tr>
<td>Nine (9)</td>
<td>Five (5)</td>
<td>Five (5)</td>
</tr>
</tbody>
</table>

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:

- Kenneth Bridgewater: 2 year term expiring June 30, 2014
- Kurmmell W. Knox: 3 year term expiring June 30, 2015
- Glenn McIntosh: 3 year term expiring June 30, 2015

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents (“Contract”) to the Academy, provided that, before execution of the Contract, the...
University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereeto affixed this 15th day of August 2012.

[Signature]

Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University
SCHEDULE 2
ARTICLES OF INCORPORATION
Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT for
SUCCESS MILE ACADEMY

ID NUMBER: 71280T

received by facsimile transmission on March 29, 2013 is hereby endorsed
Filed on April 1, 2013 by the Administrator.

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

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 1ST day of April, 2013.

[Signature]

Alan J. Schelke, Director
Corporations, Securities & Commercial Licensing Bureau

Sent by Facsimile Transmission 13981
MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

<table>
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<th>(FOR BUREAU USE ONLY)</th>
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</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Douglas J. McNeil</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>250 Washington Avenue</td>
</tr>
<tr>
<td>City</td>
<td>Grand Haven</td>
</tr>
<tr>
<td>State</td>
<td>MI</td>
</tr>
<tr>
<td>Zip Code</td>
<td>49417</td>
</tr>
</tbody>
</table>

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 (Please read information and instructions on the last page)

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

1. The present name of the corporation is: Southeast Michigan Student Foundation
2. The identification number assigned by the Bureau is: 71280
3. All former names of the corporation are: Not applicable
4. The date of the filing of the original Articles of Incorporation was: 12/10/2012

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

03/29/2013 10:11AM (GMT-04:00)
ARTICLE I

The name of the corporation is: SUCCESS MILE 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.

ARTICLE II

The purposes for which the corporation is organized are:

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

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

ARTICLE III

1. The corporation is organized 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:

   a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.

   b. Federal funds.
o. Donations
d. Fees and charges permitted to be charged by public school academies.
oc. 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: Mary K. Naber
2. The address of the registered office is: 1060 Devonshire
   Gross Point Park, MI 48230
3. The mailing address of the registered office, if different than above: SAME

ARTICLE V

The name and address of the incorporator is as follows: Kurnell W. Knox
26816 Oakland Street
Roseville, MI 48066

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:

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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:

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**ARTICLE VIII**

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

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

**ARTICLE IX**

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

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

ARTICLE XI

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

ARTICLE XII

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

(i) A breach of the director's duty of loyalty to the corporation;

(ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;

(iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;

(iv) A transaction from which the director derived an improper personal benefit;

(v) An act or omission that is grossly negligent.

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

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

ARTICLE XIII

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

(i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;

(ii) The volunteer was acting in good faith;

(iii) The volunteer's conduct did not amount to gross negligence or willful and wanton...
misconduct;

(iv) The volunteer's conduct was not an intentional tort; and

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

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

ARTICLE XIV

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

ARTICLE XV

The 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.

These Restated Articles of Incorporation were duly adopted on the ___ day of April, 2013, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation, and were duly adopted by the affirmative vote of all the directors.

Signed the ___ day of April 2013

By:

Kurnell W. Knox, President
Southeast Michigan Student Foundation

03/29/2013 10:11AM (GMT-04:00)
SCHEDULE 3

BYLAWS
BYLAWS

OF

SUCCESS MILE ACADEMY

ARTICLE I

SUCCESS MILE ACADEMY

This organization shall be called SUCCESS MILE ACADEMY

(The "Academy" of the "corporation").

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

Section 1. Principle Office. The principle office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy shall be 1060 Devonshire, Gross Point Park, MI 48230. 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 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, 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 on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

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

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

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

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

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

   a. Resigns
   b. Dies
   c. Is removed from Office
   d. Is convicted of a felony
   e. Ceases to be qualified
   f. Is incapacitated
7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

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

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

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**Section 3. Compensation.** By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public 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 15.183 of the Michigan Compiled Laws.
ARTICLE V

MEETINGS

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Academy Board 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 of 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. He 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 depositors as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

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

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

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

CONTRACTS, LOANS, CHECKS AND DEPOSITS;
SPECIAL CORPORATE ACTS

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

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

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

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

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by another other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by 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 if the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal have been given in accordance with the notice setting forth the terms of the proposal have 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.

These Bylaws amend and supersede the Bylaws of Southeast Michigan Student Foundation, the former name of the Corporation pursuant the Articles of Incorporation filed on December 10, 2012. The original Articles of Incorporation as filed with the Michigan Department of Labor and Economic Growth have since been amended and superseded by the Restated Articles of Incorporation dated April ___, 2013.

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 26 day of March ___, 2013.

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 Success Mile 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: ____________________________

Joseph L. Etelek, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: November 19, 2012
**Public School Academy / School of Excellence**  
**Master Calendar of Reporting Requirements**  
*July 1, 2013 – June 30, 2014*

<table>
<thead>
<tr>
<th>DUE DATE</th>
<th>REPORT DESCRIPTION</th>
<th>SUBMIT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1</td>
<td>Board Adopted 2013-2014 School Calendar/School Day Schedule.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 1</td>
<td>Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2013-2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 1</td>
<td>Copy of Notice of Public Hearing for Annual Operating Budget for 2013-2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 1</td>
<td>Copy of Parent Satisfaction Survey and Results from 2012-2013, if applicable.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 3</td>
<td>Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools)</td>
<td>CSO</td>
</tr>
<tr>
<td>July 25</td>
<td>DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2012-2013 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a>, for MDE due date and form).</td>
<td>CSO</td>
</tr>
<tr>
<td>August 1</td>
<td>Annual Organizational Meeting Minutes for 2013-2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 1</td>
<td>Board Resolution appointing Chief Administrative Officer for 2013-2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 1</td>
<td>Board Resolution appointing Freedom of Information Act Coordinator for 2013-2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 1</td>
<td>Board Designated Legal Counsel for 2013-2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 1</td>
<td>Board adopted Annual Calendar of Regularly Scheduled Meetings for 2013-2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 20</td>
<td>Annual Education Report 2012-2013 academic year to be submitted and presented at a public meeting</td>
<td>CSO</td>
</tr>
<tr>
<td>August 30</td>
<td>4th Quarter Financial Statements – quarter ending 06/30.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 4</td>
<td>Organizational Chart for 2013-2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 4</td>
<td>Board approved Student Handbook 2013-2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 4</td>
<td>Board approved Employee Handbook 2013-2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 4</td>
<td>Copy of School Improvement Plan covering 2013-2014 academic year.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 1</td>
<td>Completed PSA Insurance Questionnaires. Required forms available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a></td>
<td>CSO</td>
</tr>
<tr>
<td>October 1</td>
<td>Annual Nonprofit Corporation Information Update for 2013.</td>
<td>CSO</td>
</tr>
<tr>
<td>October (TBD)</td>
<td>Unaudited Count Day Submission</td>
<td>CSO</td>
</tr>
<tr>
<td>October 11</td>
<td>Audited Financial Statements for fiscal year ending June 30, 2013. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a>, for MDE due date.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 11</td>
<td>Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2013, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 11</td>
<td>Annual A-133 Single Audit for year ending June 30, 2013 is required if over $500K in federal funds have been expended. If a single audit is required.</td>
<td>CSO</td>
</tr>
<tr>
<td>DUE DATE</td>
<td>REPORT DESCRIPTION</td>
<td>SUBMIT TO</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>October 11</td>
<td>DS-4898 PSA Preliminary Pupil Membership Count for September 2013 Enrollment and Attendance for 1st &amp; 2nd Year PSAs only. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).</td>
<td>CSO</td>
</tr>
<tr>
<td>October 30</td>
<td>1st Quarter Financial Statements – quarter ending 09/30.</td>
<td>CSO</td>
</tr>
<tr>
<td>December 2</td>
<td>Academy’s Technology Plan covering 2013-2014 or annual updates thereto.</td>
<td>CSO</td>
</tr>
<tr>
<td>January 6</td>
<td>Modifications to ISD’s Plan for the Delivery of Special Education Services covering 2013-14 signed by a representative of the Academy.</td>
<td>CSO</td>
</tr>
<tr>
<td>January 31</td>
<td>2nd Quarter Financial Statements – quarter ending 12/31.</td>
<td>CSO</td>
</tr>
<tr>
<td>January 31</td>
<td>Michigan Highly Qualified Teacher Verification Report. Required Form Available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>.</td>
<td>CSO</td>
</tr>
<tr>
<td>March (TBD)</td>
<td>Winter Count Day Submission.</td>
<td>CSO</td>
</tr>
<tr>
<td>April 25</td>
<td>3rd Quarter Financial Statements – quarter ending 03/31.</td>
<td>CSO</td>
</tr>
<tr>
<td>May 14</td>
<td>Notice of Open Enrollment &amp; Lottery Process or Open Enrollment &amp; Lottery Process Board Policy for 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 2</td>
<td>Certificate of Boiler Inspection covering years 2013-2014</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Board Approved Amended Budget for 2013-2014 fiscal year (or statement that budget has been reviewed and no amendment was needed).</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>2013-2014 Log of emergency drills, including date, time and results. Sample form available at <a href="http://www.gvsu.edu/cso">www.gvsu.edu/cso</a>.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Board adopted Letter of Engagement for year ending June 30, 2014 independent financial audit.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Food service license expiring 04/30/2015.</td>
<td>CSO</td>
</tr>
</tbody>
</table>
Ongoing Reporting Requirements
July 1, 2013 – June 30, 2014

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.

<table>
<thead>
<tr>
<th>DUE DATE</th>
<th>REPORT DESCRIPTION</th>
<th>SUBMIT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date notice is posted</td>
<td>Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.</td>
<td>CSO</td>
</tr>
<tr>
<td>14 business days after Board meeting</td>
<td>Draft Academy Board Meeting Minutes and Resolutions of regular, special &amp; emergency board meetings.</td>
<td>CSO</td>
</tr>
<tr>
<td>14 business days after Board approval</td>
<td>Approved Academy Board Meeting Minutes and Resolutions of regular, special &amp; emergency board meetings.</td>
<td>CSO</td>
</tr>
<tr>
<td>30 business days after board approval</td>
<td>Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended</td>
<td>No submission needed.</td>
</tr>
<tr>
<td>14 business days after Board approval</td>
<td>Oath of Office and written acceptance for each Board Member.</td>
<td>CSO</td>
</tr>
<tr>
<td>10 business days after Board approval</td>
<td>Board adopted Amended Budget and General Appropriations Resolution.</td>
<td>CSO</td>
</tr>
<tr>
<td>10 days of receipt</td>
<td>Correspondence received from the Michigan Department /State Board of Education requiring a formal response.</td>
<td>CSO</td>
</tr>
<tr>
<td>10 days of receipt</td>
<td>Correspondence received from the Health Department requiring a formal response.</td>
<td>CSO</td>
</tr>
<tr>
<td>10 days of receipt</td>
<td>Written notice of litigation or formal proceedings involving the Academy.</td>
<td>CSO</td>
</tr>
<tr>
<td>30 days prior to board execution</td>
<td>Board proposed draft Educational Management Company Agreements or Amendments thereto.</td>
<td>CSO</td>
</tr>
<tr>
<td>5 business days of receipt</td>
<td>Request and Responses to Freedom of Information Requests.</td>
<td>CSO</td>
</tr>
</tbody>
</table>
# Original/Subsequent Board Policy Reporting Requirements

**July 1, 2013 – June 30, 2014**

*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.*

<table>
<thead>
<tr>
<th>REPORT DESCRIPTION</th>
<th>SUBMIT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Articles of Incorporation. Must have GVSU Board approval before modifying.</td>
<td>CSO</td>
</tr>
<tr>
<td>Board of Director Bylaws.</td>
<td>CSO</td>
</tr>
<tr>
<td>Educational Service Provider Agreements/Amendments</td>
<td>CSO</td>
</tr>
<tr>
<td>Academy’s Educational Goals.</td>
<td>CSO</td>
</tr>
<tr>
<td>Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.</td>
<td>CSO</td>
</tr>
<tr>
<td>Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).</td>
<td>CSO</td>
</tr>
<tr>
<td>Curriculum including any additions/deletions.</td>
<td>CSO</td>
</tr>
<tr>
<td>Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit <a href="http://www.michigan.gov/asbestos">www.michigan.gov/asbestos</a> for Michigan’s model management plan. A copy of the “acceptance” letter sent by MIOSHA is also required.</td>
<td>CSO</td>
</tr>
<tr>
<td>Communicable Disease Curriculum (including minutes of board approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Job Descriptions for all employee groups</td>
<td>CSO</td>
</tr>
</tbody>
</table>

## REQUIRED BOARD POLICIES

<table>
<thead>
<tr>
<th>REPORT DESCRIPTION</th>
<th>SUBMIT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board adopted Purchasing Policy (date of approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Reference: MCL 380.1267, MCL 380.1274</td>
<td></td>
</tr>
<tr>
<td>Use of Medications Policy (date of approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Reference: MCL 380.1178, 380.1178a, 380.1179</td>
<td></td>
</tr>
<tr>
<td>Harassment of Staff or Applicant Policy (date of approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Harassment of Students Policy (date of approval)</td>
<td>CSO</td>
</tr>
<tr>
<td>Reference: MCL 380.1300a</td>
<td></td>
</tr>
<tr>
<td>Search and Seizure Policy (date of approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Reference: MCL 380.1306</td>
<td></td>
</tr>
<tr>
<td>Emergency Removal, Suspension and Expulsion of Students Policy (date of approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Reference: MCL 380.1309; MCL 380.1312(8)&amp;(9); MCL 37.1402</td>
<td></td>
</tr>
<tr>
<td>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</td>
<td>CSO</td>
</tr>
<tr>
<td>Reference: MCL 380.1137</td>
<td></td>
</tr>
<tr>
<td>Board Member Reimbursement of Expenses Policy (date of approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Reference: MCL 380.1254; MCL 388.1764b</td>
<td></td>
</tr>
<tr>
<td>Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Reference: MCL 380.1299</td>
<td></td>
</tr>
<tr>
<td>Electronic or Wireless Communication Devices Policy (date of approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Reference: MCL 324.8316, 380.1256</td>
<td></td>
</tr>
<tr>
<td>Policy</td>
<td>Approval Date</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td><strong>Academy Deposit Policy</strong></td>
<td>(date of approval)</td>
</tr>
<tr>
<td><strong>Parental Involvement Policy</strong></td>
<td>(date of approval)</td>
</tr>
<tr>
<td><strong>Wellness Policy</strong></td>
<td>(date of approval)</td>
</tr>
</tbody>
</table>
Calendar of Additional Reporting Requirements and Critical Dates  
July 1, 2013 – June 30, 2014

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

<table>
<thead>
<tr>
<th>DUE DATE</th>
<th>REPORT DESCRIPTION</th>
<th>SUBMIT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>Student Count Day for State Aid F.T.E.</td>
<td>No submission required.</td>
</tr>
<tr>
<td>September</td>
<td>SE-4096 Special Education Actual Cost Report (Contact ISD for due date).</td>
<td>ISD</td>
</tr>
<tr>
<td>October</td>
<td>Eye Protection Certificate (4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).</td>
<td>CEPI</td>
</tr>
<tr>
<td>October</td>
<td>Certification of Constitutionally Protected Prayer</td>
<td>MDE</td>
</tr>
<tr>
<td>October</td>
<td>SE-4094 Transportation Expenditure Report (Contact ISD for due date).</td>
<td>ISD</td>
</tr>
<tr>
<td>October 1 – October 31 (as scheduled)</td>
<td>Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.</td>
<td>No submission needed.</td>
</tr>
<tr>
<td>Oct/Nov</td>
<td>School Infrastructure Database (SID); School-Wide Title I Participation</td>
<td>CEPI</td>
</tr>
<tr>
<td>Oct/Nov</td>
<td>Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)</td>
<td>CEPI</td>
</tr>
<tr>
<td>November</td>
<td>Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).</td>
<td>Local Health Dept.</td>
</tr>
<tr>
<td>November 14</td>
<td>Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.</td>
<td>CEPI</td>
</tr>
<tr>
<td>Nov/Dec</td>
<td>Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).</td>
<td>ISD</td>
</tr>
<tr>
<td>December 1 - December 31 (as scheduled)</td>
<td>Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.</td>
<td>No submission required.</td>
</tr>
<tr>
<td>Nov/Dec</td>
<td>Registry of Educational Personnel (REP) Submission</td>
<td>CEPI</td>
</tr>
<tr>
<td>December 30</td>
<td>Municipal Finance Qualifying Statement, if applicable (online submission).</td>
<td>MI Dept of Treasury</td>
</tr>
<tr>
<td>Feb 1</td>
<td>Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date).</td>
<td>Local Health Dept.</td>
</tr>
<tr>
<td>TBD</td>
<td>Supplemental Student Count for State Aid F.T.E.</td>
<td>No submission required.</td>
</tr>
<tr>
<td>March</td>
<td>FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).</td>
<td>MDE</td>
</tr>
<tr>
<td>DUE DATE</td>
<td>REPORT DESCRIPTION</td>
<td>SUBMIT TO:</td>
</tr>
<tr>
<td>---------------</td>
<td>------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>March</td>
<td>MEIS/Single Record Student Database (“SRSD”) electronic file</td>
<td>ISD, CEPI</td>
</tr>
<tr>
<td></td>
<td>(Contact local ISD for due date.)</td>
<td></td>
</tr>
<tr>
<td>May 1 –</td>
<td>Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is</td>
<td>No submission required.</td>
</tr>
<tr>
<td>May 31</td>
<td>an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.</td>
<td></td>
</tr>
<tr>
<td>(as scheduled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>MEIS/ Single Record Student Database (“SRSD”) electronic file</td>
<td>ISD, CEPI</td>
</tr>
<tr>
<td></td>
<td>(Contact local ISD for due date.)</td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>Registry of Educational Personnel (REP)</td>
<td>CEPI</td>
</tr>
<tr>
<td>June</td>
<td>School Infrastructure Database (SID)</td>
<td>CEPI</td>
</tr>
</tbody>
</table>
SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY
SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND
EDUCATIONAL MANAGEMENT COMPANY

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

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of $10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

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

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

THIS MANAGEMENT AGREEMENT is made and entered into as of the ____ day of March, 2013 (the “Effective Date”), by and between CSUSA at Warren, LLC, a Florida Limited Liability Company (“CSUSA”), and the Success Mile Academy Board, a Michigan Governmental Entity (the “Academy Board”).

RECITALS

WHEREAS, the Academy Board has submitted a charter application (the “Charter Application”) for the operation of a public charter school, Success Mile Academy (the “Academy”), to the Grand Valley State University Board of Trustees (the “Authorizer”) and such application has been approved; and

WHEREAS, the Academy Board has determined that it is in its best interest to contract with a qualified and competent educational service provider to operate the Academy; and

WHEREAS, CSUSA is in the business of developing, managing, staffing, and operating public charter schools for governmental entities and nonprofit boards; and

WHEREAS, the Academy Board wishes to hire CSUSA, and CSUSA wishes to be hired by the Academy Board to manage and operate the Academy upon the terms and conditions set forth herein; and

NOW, THEREFORE, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:

ARTICLE I
CONTRACTING RELATIONSHIP

A. Authority. The Academy Board (the “Board”) represents that it is authorized by law to contract with CSUSA and for CSUSA to provide educational management services to the Academy at a facility or facilities designated by the Board. Upon the execution of the Charter Agreement with the Authorizer, the Board will be authorized by the Charter Application, the Charter Agreement and the Authorizer to supervise and control the Academy, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in this Agreement.

B. Agreement. The Academy Board hereby contracts with CSUSA, to the extent permitted by law, for the provision of all labor and supervision necessary for the provision of educational services to students, and the management, operation and maintenance of the Academy in accordance with the educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and methods to be used to monitor compliance with performance of targeted educational outcomes, as provided in the Charter Application and the Charter Agreement and as adopted by the Board. CSUSA’s obligations to the Academy Board
shall be only as expressly set forth in this Agreement. Duties required to be carried out for the operation of the Academy which is not expressly set forth herein as being CSUSA’s responsibility shall remain the sole responsibility of the Academy Board. The intent of the parties is that this Agreement, and the implementation thereof, shall be consistent with the Academy Board’s status as a tax-exempt entity under the Internal Revenue Code, including but not limited to the provisions prohibiting or restricting private benefit or private inurement.

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

D. Designation of Agents. The Board hereby designates the employees of CSUSA as agents of the Academy Board having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act (“FERPA”) and other applicable law. The Board hereby authorizes CSUSA to communicate with and negotiate on the Board’s behalf with all state and governmental agencies, as directed by the Board.

E. Status of the Parties. CSUSA is a Florida limited liability company, and is not related to, or controlled by, the Academy Board. The Academy Board is a Michigan governmental entity and shall be treated as such for purposes of the Internal Revenue Code, and is not related to, or controlled by, CSUSA. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and does not create an employer/employee relationship. Except as expressly provided in this Agreement, no agent or employee of CSUSA shall be deemed to be the agent or employee of the Academy Board. CSUSA shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between CSUSA, the Academy Board and the Charter School is based solely on the terms of this Agreement, and the terms of any other written agreements between CSUSA and the Academy Board.

ARTICLE II
TERM

This Agreement shall be effective as of July 1, 2013 (the Effective Date) and unless otherwise terminated pursuant to Article VII of this Agreement, shall continue until the termination or expiration of the initial term of the Charter on June 30, 2020 as set forth in the Charter Agreement. The term of this Agreement shall be extended in the event that the Charter is reauthorized or renewed. However, in no event shall the term of this Agreement exceed the term of the Charter as set forth in the Charter Agreement then in effect. Nothing contained in this Agreement shall be construed to restrict or prevent the Academy Board from entering into a Management Agreement with any other party for any school other than the Academy that is the subject of this Agreement.
ARTICLE III
FUNCTIONS OF CSUSA

A. Responsibility. CSUSA shall be responsible and accountable to the Board for the operation and performance of the Academy in accordance with the Charter Agreement and the performance criteria outlined in the Academy's Accountability Plan (as such term is defined in the Charter Agreement), as may be amended, including, but not limited to:

1. Timely submission of required reports set forth in this Agreement and in the Charter Agreement;

2. Strict adherence to the approved annual budget, as defined in Article V of this Agreement (the "Annual Budget"), for the operation and management of the Academy, with no aggregate cost over-runs; and

3. Such performance goals contained within the Charter Application, the Charter Agreement and the Accountability Plans;

CSUSA's financial responsibility is expressly limited by the Annual Budget of the Academy and the availability of state funding to pay for said services. Neither CSUSA nor the Board shall be required to expend Academy funds on services in excess of the amount set forth in the Academy's Annual Budget.

B. Educational Program. The Academy Board has adopted CSUSA's educational and academic programs and goals as set forth in the Charter Application (the "Educational Program"). CSUSA agrees to implement the Educational Program. In the event CSUSA determines that it is necessary to modify the Educational Program, CSUSA shall inform the Board of the proposed changes and obtain Board approval, and, as required under the Charter Agreement, approval of the Authorizer. The parties hereto acknowledge that an essential principle of the Educational Program is flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, and that the Board and CSUSA are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested by the Board, CSUSA will provide the Board with a progress report detailing progress made on each of the educational goals set forth in the Educational Program.

C. Specific Functions. Subject to the oversight and authority of the Board as provided herein, CSUSA shall be responsible for the management, operation, accounting and Educational Program at the Academy. Such functions shall include, but are not limited to:

1. Performing day-to-day management of the Academy in accordance with this Agreement, the nonprofit purpose of the Academy, the Charter Agreement and applicable law;

2. Implementing and administrating the Educational Program, including the selection of instructional materials, personnel, equipment, technology and supplies, and the administration of extra-curricular and co-curricular activities and
programs approved by the Board. Performing repeated evaluation, assessment and continuous improvement of the educational curriculum and program development and reporting findings to the Board upon its request;

3. Managing, selecting, and applying the technology services required to facilitate operation of the school;

4. Managing personnel functions, including professional development for the School Administrator and instructional personnel of the Academy and the personnel functions outlined in Article VI of this Agreement, including drafting operations manuals, forms (including teacher offer letters, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by CSUSA and as approved or requested by the Board;

5. Managing the business administration of the Academy;

6. Managing the accounting operation, including general ledger management and financial reporting including identifying and applying for grants, spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto, and preparing the proposed Annual Budget for presentation to the Board for modification, amendment or approval;

7. CSUSA shall make information concerning the operation and management of the Academy, including without limitation but not limited to the information described in 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 the Contract and applicable law.

8. Any other function necessary or expedient for the administration of the Academy pursuant to the Charter Agreement.

D. Purchases made by CSUSA on behalf of the Academy with Academy funds, such as non-proprietary instructional and/or curriculum materials, books and supplies, and capital items and equipment, will be the property of the Academy. CSUSA shall own all proprietary rights to, and neither the Board nor the Academy shall have a proprietary interest in, curriculum or educational materials that are developed or copyrighted or similarly protected by CSUSA, including without limitation curriculum or educational materials that are developed by CSUSA with knowledge gained and fees earned from its management of the Academy. It is not anticipated that the budget of the Academy will contain expenses for the development of curriculum or educational materials. However, in the event monies are budgeted and expended for such development then the Academy shall own all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by CSUSA at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. CSUSA's educational materials and teaching techniques used by or at the Academy shall be subject to disclosure under the Code and the Freedom of Information Act, and to the extent otherwise required by law. This provision does not apply to any capital items leased or
purchased by CSUSA with CSUSA’s own funds. Purchases made on behalf of the Academy Board shall comply with the Revised School Code, Sections 1267 and 1274.

E. **Subcontracts.** CSUSA shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board. CSUSA reserves the right to subcontract any and all aspects of all other services it agrees to provide to the Academy.

F. **Place of Performance.** CSUSA reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the Charter Agreement or applicable law.

G. **Educational Facilities.** It is the responsibility of CSUSA (or a CSUSA affiliated company) to locate facilities to be used by the Academy. The Board agrees that CSUSA (or a CSUSA affiliated company) may own the facilities used by the Academy and further agrees that CSUSA (or a CSUSA affiliated company) may rent or lease these facilities to the Academy at or below fair market value (which shall be based on cost/square foot/year for property and shall be charged in either 12 or 9 equal monthly payments). The Board agrees that CSUSA (or a CSUSA affiliated company) may select such facilities and construct additional facilities for use by the Academy. However, the lease terms shall be contained in a separate lease agreement and shall be consistent with policy requirements.

H. **Student Recruitment.** CSUSA shall develop and manage ongoing recruitment of students subject to general recruitment and admission policies of the Academy. Students shall be selected in accordance with the procedures set forth in the Charter Agreement and in compliance with applicable laws. CSUSA shall present a plan to the Board to solicit and recruit enrolment of students by various means, which may include but shall not be limited to the following: paid and unpaid media advertisements in a newspaper of general circulation, mailings to parents/guardians of prospective students, word-of-mouth and presentations to interested groups and distribute information through advertisements.

I. **Due Process Hearings.** CSUSA shall, at the direction of the Board, provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with each Board’s own obligations, and if necessary retain counsel on behalf of the Academy. The Board shall retain the right to provide due process as required by law.

J. **Legal Requirements/Rules and Regulations.** CSUSA is authorized and directed to implement such rules, regulations and procedures applicable to the Academy that are consistent with adopted Board policy and the Educational Program and in accordance with the Charter Agreement and all applicable federal, state and local law. To the extent allowable under the Charter Agreement and as permitted by the Authorizer, the Board shall interpret all applicable federal, state and local law and rules and regulations reasonably to give CSUSA flexibility and freedom to implement its Educational Program.
K. School Year and School Day. The school year and the school day shall be as required by law and as determined annually by the Board.

L. Pupil Performance Standards and Evaluation. CSUSA shall be responsible and accountable to the Board for the performance of students who attend the Academy. CSUSA will utilize assessment strategies required by the terms of the Charter Agreement, including the performance criteria outlined in the Academy’s Accountability Plan. The Board and CSUSA will cooperate in good faith to identify measures of and goals for Academy students and school performance, including but not limited to academic achievement and parent satisfaction. CSUSA shall perform its duties and responsibilities as set forth in this Agreement to the reasonable satisfaction of the Board.

M. Reporting Requirements. CSUSA shall furnish all information relating to this Agreement and the operation of the Academy that is deemed necessary by the Board or the Authorizer: (i) to fulfill the Board’s reporting requirements under the Charter Agreement, (ii) for the Authorizer’s proper oversight of the operations of the Academy and (iii) as otherwise required under applicable law. This information shall be provided at such times and in such manner as the Board shall reasonably request and shall be prepared by CSUSA in accordance with the uniform accounting principles prescribed by the State Board of Education and State Board of Accounts, or in such other form as may be required under the Charter Agreement or applicable law. Specifically, CSUSA shall:

1. At least 90 days prior to the beginning of any school year, provide the Board with specific goals and objectives consistent with the Educational Program with regard to the performance criteria outlined in the Accountability Plan. The specifications of goals and objectives shall be general as to all students and not be required for each individual student.

2. Report quarterly to the Board, or as often as may be required under the Charter Agreement, by the Authorizer, or as otherwise required under applicable law (whichever is most frequent), its progress toward attaining the performance criteria outlined in the Accountability Plan. Such quarterly report shall provide the Board with a report of plans in the coming quarter to correct any past deficiencies and/or to move forward to accomplishing the performance criteria outlines in the Accountability Plan.

3. Provide the following financial reports to the Board:

   i. The projected Annual Budget as required by the terms of Article V of this Agreement.

   ii. Detailed statements of all Revenues received with respect to the Academy and detailed statements of all expenditures for services and or expenses rendered or incurred to or on behalf of the Academy, whether incurred on-site or off-site, upon request.
iii. Monthly financial statements by the 30th day of the following month, including a balance sheet, statement of revenues and expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances.

iv. Other information as is necessary to enable the Board to (i) monitor CSUSA’s performance and the efficiency of its operation of the Academy, and (ii) furnish reports and information which the Academy is required to provide pursuant to its Charter Agreement or applicable law.

v. **Compliance with Section 503c.** On an annual basis, CSUSA 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.

Financial records maintained and kept by CSUSA in relation to the Academy will be made available to the auditors of the Board, provided reasonable notice is given to CSUSA before such inspection. CSUSA and the Board shall cooperate in the preparation of any and all reports required to be submitted under applicable federal or state laws or regulations. This Paragraph shall survive termination of this Agreement with respect to reports covering periods prior to termination.

N. **Services to Disabled Students and Special Education.** CSUSA shall provide special education services to students who attend the Academy in conformity with the requirements of state and federal law. CSUSA may subcontract as necessary and appropriate for the provision of services to students whose special needs cannot be met within the Academy’s program, subject to approval of the Board. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies. Consistent herewith, the Board acknowledges the individualized nature of services that may need to be provided to disabled and special needs students and the impact that the provision of such individualized services may have on the Annual Budget. The Board and CSUSA mutually agree to adjust the Annual Budget as deemed necessary with respect to the provision of services to disabled and special needs students under this paragraph, as required by law.

O. **Unusual Events.** CSUSA agrees to timely notify the Board and/or School Administrators of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Academy in complying with its responsibilities hereunder or its responsibilities under its Charter Agreement.
P. Academy Records. The financial, educational and student records pertaining to the Academy are Academy property, and such records are subject to the provisions of the applicable freedom of information act(s) to the extent required by applicable law. Except as prohibited under the Charter Agreement and applicable law, all financial, educational and student information related to the Academy shall be physically or electronically available for inspection at the Academy upon reasonable request consistent with applicable federal and state laws.

Q. Educational and Other Services. Upon Board approval, CSUSA shall provide certain educational and other services. Such services may include but are not limited to certain technology services, proprietary curriculum and other instructional tools as well as school development services which may be provided by CSUSA, its affiliates or third party entity.

R. Performance Evaluation. The Academy Board and CSUSA shall develop an agreeable evaluation instrument that assesses the performance of CSUSA and provides an outline of how CSUSA will be held accountable for fulfilling the obligations established in the Management Agreement. The performance evaluation shall be reviewed at an Academy Board meeting, and shall be submitted to the Authorizer’s Charter School Office in accordance with the Academy’s Reporting Requirements schedule.

ARTICLE IV
OBLIGATIONS OF THE FOUNDATION

A. Good Faith Obligation. The Board shall exercise good faith in considering the recommendations of CSUSA, including but not limited to, CSUSA’s recommendations concerning rules, regulations, policies, procedures and budgets applicable to the Academy. If the Board’s unwillingness to adopt CSUSA’s reasonable recommendations with respect to rules, regulations, policies, procedures and budgets renders CSUSA unable to implement the Educational Program, CSUSA shall have the option of terminating this Agreement.

B. Assistance to CSUSA. The Board and the Academy shall cooperate with CSUSA in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all meetings of the Board. The Board and the Academy shall timely furnish to CSUSA all documents and records necessary for CSUSA to properly perform its responsibilities under this Agreement.

C. Retained Authority. Subject to its good faith obligation as set forth in this Article IV, the Board shall retain the authority to, be responsible for, setting and approving reasonable rules, regulations, policies and procedures relative to broad school policies, including the budget, curriculum, student conduct, school calendars and dispute resolution procedures.

D. Unusual Events. The Board agrees to timely notify CSUSA of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect CSUSA in complying with its responsibilities hereunder.
E. **Food Service.** The Charter School shall be managed, operated and administered by or shall otherwise provide authority to CSUSA to manage, operate and administer the Food Service for the Charter School including but not limited to cause all conditions necessary to satisfy all requirements of the Federal Statutes regarding the National School Lunch Program at 7 C.F.R. §210.1, et seq.

F. **Staff Lists.** The Academy Board shall collect, maintain, and make available to the public and the Authorizer a current list of teachers and administrators working at the public school academy containing the information required by MCL 380.503 (6) (m) (iv). The staff list shall be kept at the Academy in the custody of the building principal.

**ARTICLE V**  
FINANCIAL ARRANGEMENTS

A. **Revenues.** The Academy Board shall be the recipient of all public funds that are disbursed to fund the operations of the Academy and of all other funds to which the Academy or the Board are entitled under Michigan law. Except as hereinafter provided, all monies received by the Board for the Academy shall be deposited in a separate depository account ("Depository Account") with a financial institution acceptable to the Board and to CSUSA. This Agreement does not alter the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's Depository Account as required by law. The signatories on the Depository Account shall solely be Academy Board members and/or individuals properly designated annually by Board resolution after consultation and coordination with CSUSA. Interest income earned on the Depository Account shall accrue to the Academy. The expenditure of the monies from the Depository Account shall be consistent with the approved Budget of the Academy, as well applicable policy and law. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the Academy, including but not limited to:

1. Funding for public school students enrolled in the Academy.
2. Special education funding provided by Federal, State and Local Governments to the Academy that is directly allocable to special education students in the Academy.
3. Gifted and Talented funding provided by Federal, State and Local Governments that is directly allocable to Gifted and Talented students in the Academy.
4. At-Risk Funding provided by Federal, State and Local Governments to the Academy that is directly allocable to At-Risk students in the Academy.
5. Funding provided by Federal, State and Local Governments to the Charter School that is directly allocable to students in the Academy with limited English proficiency.
6. Federal, State and Local grant sources, including Title I and charter school start-up funds, which is directly allocable to the Academy.

7. Grants and donations received by the Academy (except to the extent CSUSA is not required or involved in soliciting, administering, or managing such grants and/or donations).

8. Fees charged to students and others for extra services as and to the extent permitted by law (all of the above are hereinafter collectively referred to as the “Revenues”).

The Academy Board may advance funds to CSUSA for the fees or expenses associated with the operation of the Academy provided that documentation for the fees and expenses are provided for ratification by the Board. The Revenues shall be expended by CSUSA in accordance with the approved Annual Budget, as defined below, and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, the directives of the donor where applicable. To the extent that there are not sufficient funds in the Operating Account to pay operating expenses for the Academy, CSUSA may, at CSUSA’s option, deposit its own funds into the Operating Account (“Operating Advances”). Operating Advances may only be made in accordance with the approved Annual Budget. The Academy Board shall reimburse CSUSA all Operating Advances, together with interest earned thereon from the Academy Revenues as and when the funds become available; provided, however, that if at the end of each fiscal year (defined as the period from July 1 to June 30), the Academy’s Revenues, after payment of debt service and operating expenses, are insufficient to reimburse all Operating Advances attributable to such fiscal year, CSUSA may forgive the un-reimbursed balance of Operating Advances, including interest earned thereon.

B. Budget.

CSUSA shall manage the budget, accounting, and financial reporting functions for the Academy in accordance with the provisions of the Charter Agreement and an Annual Budget that CSUSA prepares for the Charter School for each fiscal year that is submitted to the Board for its approval. It is the intent of this provision that CSUSA prepare and submit to the Board balanced Annual Budgets that are prepared in accordance with generally accepted accounting principles and as required by applicable law. At the direction of Academy Board, CSUSA shall include within the proposed budget a budget reserve. The budget reserve goal and policy shall be established by the Academy Board within the budget process as described herein. The Annual Budget shall be approved as follows:

1. CSUSA shall submit to the Board for its review and approval a preliminary Annual Budget for each fiscal year for the Academy, on or before May 31st of the current fiscal year.

2. The Board must notify CSUSA in writing that it approves the Annual Budget within thirty (30) days of submission by CSUSA, which approval shall not be
unreasonably withheld or delayed. If the Board does not approve the Annual Budget, the Board shall give specific reasons therefore and continue to deposit the balance of total revenues into the Operating Account pursuant to its obligations in this Article V. If the Board does not notify CSUSA in writing that it either approves or does not approve the Annual Budget within thirty (30) days of submission by CSUSA, the previously approved budget shall remain in effect until the Board, at a duly noticed open meeting formally approves the new Budget. CSUSA and the Board acknowledge that a final Annual Budget shall be completed and approved no later than June 30 for each fiscal year.

3. CSUSA may amend the Annual Budget not less frequently than semi-annually in order to reflect the results of the most recent student count and may make such other modifications as it may from time to time find necessary. Any such amendment shall only be valid if approved by the express vote of the Board and be consistent with the staffing and educational models set forth in the Charter Agreement. CSUSA shall report any changes upon which the Annual Budget was based within fifteen (15) days after CSUSA becomes aware of any such change.

4. CSUSA shall use reasonable efforts to operate and manage the Charter School in accordance with the Annual Budget.

C. Fee. CSUSA shall be entitled to compensation for its services equal to a fixed percentage of the Academy’s Revenues as agreed to by CSUSA and the Board and as set forth within the Annual Budget (the “Fee”). The Fee shall be equal to at least nine percent (9%) of the Charter School’s Revenues, unless a lesser percentage is agreed to by CSUSA and the Board. The Board and CSUSA may agree to adjust the Fee annually during the approval of the Annual Budget, but at no time shall the Fee exceed 15% of the Academy’s Revenues. Notwithstanding the foregoing, the Board may agree to an annual Fee greater than 15% for a fiscal year should there be insufficient funds in the Academy’s Operating Account to pay to CSUSA the Fee to which it would have otherwise been entitled under this Agreement and an approved Annual Budget for a prior fiscal year. For purposes of this Section, the term “Revenues shall” not include any revenues that are collected by the Academy for a specific purpose and intent that by law cannot be used for this purpose.

D. Availability of Funds. CSUSA shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Annual Budget.

E. Access to Records. CSUSA shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in possession of CSUSA, and shall retain all of the said records for a period of time as may be required by the Charter Agreement and applicable law. CSUSA, the Board, and the Academy shall maintain the proper confidentiality of personnel, students, and other records as required by law.

F. Annual Audit. The Board shall select and retain an independent auditor, to
conduct an annual audit of the Academy in accordance with the Charter Agreement. CSUSA shall not be permitted to select or retain the independent auditor for the Academy Subject to applicable law, all finance and other records of CSUSA related to the Academy will be made available to the Academy’s independent auditor.

G. Start-up Operating Losses. With Academy approval, CSUSA may, in its sole discretion, provide funds for operating losses for the Academy during the start-up period. CSUSA advances shall be budgeted and shall be in amounts acceptable to CSUSA. CSUSA shall be reimbursed from the Revenues as and when funds are available. Any such advances shall be reflected in a separate agreement between the parties.

H. Marketing. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy and may include costs for the marketing and development of the Academy only.

I. Compliance with External Funding. CSUSA and the Board shall comply with all terms and conditions of any external source funding that are received pursuant to this Agreement. Such payments shall be expended by CSUSA solely on behalf of the designated students when so required. Upon reasonable advance request, CSUSA shall provide evidence to the Board that the Academy is in compliance with such requirements, and shall provide all reports, data, and information reasonably necessary for the Board to meet any reporting requirements for such funding.

ARTICLE VI
PERSONNEL & TRAINING

A. Personnel Responsibility. CSUSA shall select and hire qualified personnel to perform services at the Academy. Personnel shall be employees of CSUSA, unless as otherwise agreed to by CSUSA and the Board. Each party shall be responsible for all compensation for their respective employees. Employees shall be compensated in accordance with the approved Annual Budget referenced in Article V of this Agreement. CSUSA shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state and federal law. CSUSA shall not employ any individual in more than one full-time position while simultaneously being compensated at a full-time rate for each of those positions.

B. School Administrator. The accountability of CSUSA to the Board is an essential component of this Agreement. Since the responsibility of the School Administrator is critical to the Academy’s success, CSUSA shall have the authority, consistent with state law, to select and supervise the School Administrator and to hold the School Administrator accountable for the success of the Academy. CSUSA shall consult with the Board with respect to the hiring of the School Administrator, and CSUSA shall remove the School Administrator from the Academy if the Board is reasonably dissatisfied with his or her performance.

C. Teachers. CSUSA shall provide the number of teachers and the applicable grade levels and subjects, required for the operation of the Academy and consistent with the Board
approved Budget. The curriculum taught by such teachers shall be consistent with the Educational Program. Such teachers may, in the discretion of CSUSA, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by CSUSA. Each teacher assigned to the Academy shall have such credentials, certifications and experience as may be required under the Charter Agreement and applicable laws.

D. Support Staff. CSUSA shall provide the number and the functions of support staff required for the operation of the Academy. CSUSA shall provide the Charter School with qualified staff to efficiently operate the Charter School in accordance with the Board approved Budget. The support staff may, in the discretion of CSUSA, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work at other schools managed or operated by CSUSA.

E. Training. CSUSA shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development required by applicable laws. Non-instructional personnel shall receive such training as CSUSA determines reasonable and necessary under the circumstances.

F. Limitations on Discretion. All decisions made by CSUSA, and any discretion exercised by CSUSA, in its determination of staffing levels and its selection, evaluation, assignment, discipline, and transfer of personnel, shall be consistent with the approved Annual Budget, local, state and federal law, and consistent with the parameters adopted by the Board and included within the Educational Program.

G. Criminal Background Checks. All CSUSA employees, contractors, or employees of contractors who have direct, ongoing contact with children at the Academy within the scope of their employment, shall be subject to criminal background check requirements in accordance with the Charter Agreement and Michigan law.

ARTICLE VII
TERMINATION

A. Termination by Mutual Written Consent. This Agreement shall be terminable at any time by mutual written agreement of the Board and CSUSA.

B. Termination by the Academy Board. The Board may terminate this Agreement for cause prior to the end of the term specified in Article II, in accordance with the procedures set forth herein, for the following reasons:

1. If CSUSA shall, under such law as shall be applicable to it, commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such
action and the same shall remain un-dismissed for more than sixty (60) days.

2. If CSUSA is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license that may be required for CSUSA to carry on its business and perform its obligations and functions under this Agreement.

3. If implementation of any part of this Agreement would: (i) serve as grounds for revocation of the Academy’s charter, (ii) jeopardize the tax-exempt status of the Academy Board, or (iii) cause the Academy Board to be in violation of any applicable policy or law. All grounds herein are subject to an opportunity to cure within 60 days of notice of such grounds,

4. If CSUSA materially breaches this Agreement. Material breach includes:
   i. A failure by CSUSA to account for its expenditures or to pay the Academy’s Operating Expenses (provided funds are available to do so);
   ii. A failure by CSUSA to follow policies, procedures, rules or curriculum duly adopted by the Board which is not in violation of this Agreement, the Charter Agreement or applicable law;
   iii. Insufficient progress has been made in attaining the student achievement objectives of this Agreement, the Charter Agreement, and the Accountability Plan, and it is not likely that such objectives can be achieved before expiration of this Agreement;
   iv. If the health, safety, or welfare of the students is threatened;
   v. A violation of law by CSUSA;
   vi. The revocation, suspension or termination of licenses/certifications needed for the operation of the Academy solely as direct result of an act or failure to act by CSUSA; and
   vii. The revocation by the Authorizer of the Charter solely as the direct result of an act or failure to act by CSUSA.

In the event of a material breach under this paragraph, CSUSA shall have sixty (60) days after receipt of written notice to remedy said breach.

C. Termination by CSUSA. CSUSA may terminate this Agreement for cause prior to the end of the term specified in Article II, in accordance with the procedures set forth herein, for the following reasons:

1. The Academy Board fails to make any payment due hereunder within ten (10)
days after the date such payment was due when there are sufficient funds in a Academy’s Operating Account to make such payment.

2. The Academy Board materially breaches any of its obligations under this Agreement and fails to cure such material breach within sixty (60) days after notice of such breach.

3. If the Board’s unwillingness to adopt CSUSA’s reasonable recommendations with respect to policies, rules, and regulations renders CSUSA unable to implement the Educational Program.

D. Revocation or Termination of Contract. If the Academy’s Charter Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy’s Contract is revoked or termination without further action of the parties.

E. Termination Procedure. Upon the occurrence of an uncured termination event by either party, the non-breaching party shall be entitled to pursue all remedies available under law or equity, including without limitation, terminating this Agreement upon seven (7) days prior written notice. In the event of termination of this Agreement for any reason by either party prior to the end of this Agreement’s term, CSUSA may, for a fee reasonably mutually acceptable to CSUSA and the Academy Board, provide the Academy with reasonable assistance for up to thirty (30) days to assist in the transition to another administrative or structural arrangement (although CSUSA shall not be required to provide any assistance to another management company or service provider). However, CSUSA will abide by all state laws that govern transition obligations, including but not limited to:

1. Transferring all student records to such entity;

2. Transferring any and all other non-proprietary information and providing necessary assistance to the new program or education service provider to ensure the least disruption of the operation of the Academy as a result of the termination of this agreement;

3. Transferring and/or assigning to the Academy all contracts, agreements, licenses, permissions, and other rights and privileges related to the operation of the Academy; including, at CSUSA’s option, assignment of contracts for the personnel described in Article VI.

ARTICLE VIII
INDEMNIFICATION

A. Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties
hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board’s approval of the School of Excellence application, the University Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school academy, 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 Board or CSUSA to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees or applicable law. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE IX
INSURANCE

A. Insurance Coverage. Each party shall maintain such insurance in the coverage amounts as may be required by the Charter Agreement and Michigan law, with the other party listed as an additional insured. In the event the Authorizer or the Michigan Universities Self-Insurance Corporation (M.U.S.I.C.) requests any change in coverage by Educational Service Providers, CSUSA agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. CSUSA’s insurance shall be separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. Revenues from the Academy will be used to purchase insurance defined in the Charter Agreement to operate the Academy, including Directors and Officers liability insurance for the Board. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party’s insurers, to the extent reasonably practicable.

B. Workers’ Compensation Insurance. Each party shall maintain workers’ compensation insurance as required by the Charter Agreement and applicable laws, covering their respective employees.

ARTICLE X
WARRANTIES AND REPRESENTATIONS

A. Warranties and Representations of the Board. The Board represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.
B. **Warranties and Representations of CSUSA.** CSUSA warrants and represents that it is a limited liability company authorized to conduct business in the State of Michigan. CSUSA will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist CSUSA in applying for such licenses and permits and in obtaining such approvals and consents.

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

**ARTICLE XI**
**MISCELLANEOUS**

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

B. **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in Article VII of this Agreement.

C. **State Governing Law/Waiver of Jury Trial.** The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan, and subject to venue in Wayne County. CSUSA and the Board hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either CSUSA or the Board against the other.

D. **Agreement in Entirety.** This Agreement constitutes the entire agreement of the parties.

E. **Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by: (i) by facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the Academy shall be sent to the current address of the then current Board Chairperson, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board Chairperson and Board attorney, are as follows:
The Academy:

with a copy to:

CSUSA:
Chairman, Chief Executive Officer
Charter School USA
6245 North Federal Highway, 5th Floor
Ft. Lauderdale, FL 33308
Phone: 954-202-3500
Fax: 954-202-2047

with a copy to:

Tripp Scott, P.A.
Attn: Edward J. Pozzuoli
110 S.E. Sixth Street
15th Floor
Fort Lauderdale, FL 33301
Phone: 954-525-7500
Fax: 954-761-8475

D. Assignment. Either party may assign this Agreement with the written consent of the other.

E. Amendment. This Agreement shall not be altered, amended, modified or supplemented except in writing and approved by the Board and signed by both the Chairperson of the Board and the CEO of CSUSA.

F. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

G. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party its reasonable costs and attorneys’ fees (including those incurred at appellate levels).

H. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to CSUSA powers or authority of the Board, which are not subject to delegation by the Board under applicable law; interfering with the Academy Board’s duty to exercise its constitutional, statutory, contractual and fiduciary responsibilities governing the operation of the Academy; prohibiting the Academy Board from acting as an independent, self-governing public body; or allowing public decisions to be made other than in compliance with the Open Meetings Act.
I. Compliance with Laws. In performing their obligations under this Agreement, the parties shall comply with all applicable laws, including Michigan’s Open Meeting and Public Access laws where applicable, and the terms and conditions set forth in the Charter Agreement.

J. Waiver Of Governmental Immunity Prohibited. This Agreement does not restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity. This Agreement does not waive governmental immunity of the Academy Board or CSUSA, if any exists by statute or law.

K. CSUSA Leasing of Employees. In the event it is determined that CSUSA is leasing employees to the Academy, CSUSA agrees to accept full responsibility and liability for benefits, salaries, worker’s compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations. In the event such a determination is made, CSUSA shall be responsible for meeting all requirements to assure that the employment structure qualifies as employee leasing.

L. Lease and Loan Agreement Provisions. If the Academy enters into a lease, executes promissory notes or other negotiable instruments, or enters into a lease-purchase agreement or other financing relationships with CSUSA, then such agreements must be separately documented and not be a part of or incorporated into this Agreement or any amendments thereof.

M. Public Servants and Entities. The parties shall ensure compliance with Public Act 317 of 1968 which governs contracts between public servants and public entities.

N. Authorizer Approval. The parties acknowledge that this Agreement must be submitted to Authorizer’s Board for review, approval or disapproval, before the Agreement becomes final and valid.

SIGNATURE PAGE TO FOLLOW
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

CSUSA at Warren, LLC

By: 
Name: Jonathan Hage 
Title: President 
Date: 

Success Mile Academy Board

By: 
Name: Kyrmelle W. Knox 
Title: President 
Date: 3/15/2013
SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM
SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS
SCHEDULE 7-1

EDUCATIONAL GOALS

Standards for Schools Serving from Kindergarten to Eighth Grade:

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

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

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

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Date: 3/26/2012

Board President/Vice President Signature

Secretary’s Certification:

I certify that the foregoing resolution was duly adopted by the Board of Directors at a properly noticed open meeting held on the 26th day of March, 2013, at which a quorum was present.

Board Secretary
SCHEDULE 7-2

CURRICULUM
Please see separate document on the contract CD. Curriculum was too long to add to full contract.
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.
Position Title: PRINCIPAL  
Reports to: Vice President of Education  
Employed by: Charter Schools USA (“CSUSA”)

**JOB PURPOSE**  
Serves as the site based leader of the school. Responsible for implementing and managing the policies, regulations, procedures and CSUSA curriculum, to ensure all students have a safe learning environment and receive instruction that meets or exceeds CSUSA standards. Responsible for leading curriculum content and course development, program evaluation, extracurricular activities, personnel management, financial management, facilities operations, emergency procedures and resource scheduling.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

**Serves as Educational Leader of the School**
- Develops and coordinates educational programs in accordance with CSUSA and state standards and guidelines.
- Supervises the guidance program to enhance individual student education and development.
- Leads school-level planning of processes to ensure development, implementation, and evaluation of all school programs and activities.
- Supervises the instructional programs of the school, ensures lesson plans are evaluated and observes classes on a regular basis to encourage the use of a variety of instructional strategies and materials consistent with CSUSA guidelines and procedures.
- Requests and allocates supplies, equipment and instructional material as required in CSUSA guidelines and procedures.
- Formulates student personnel policies within CSUSA guidelines.
- Approves and provides supervision to school student activity programs.
- Provides regular opportunities for students to celebrate success in instructional programs and extracurricular activities.

**Serves as Chief Administrator of School**
- Plans, organizes and directs implementation of all school activities.
- Works to achieve/sustain 100% of projected student enrollment capacity.
- Establishes and promotes high standards and expectations for all students and staff for academic performance and responsibility for behavior.
- Maintains a professional rapport with students and staff.
- Operates school within approved budget and follows budgetary guidelines.
- Delegates authority to responsible personnel to assume responsibility for the school in the absence of the Principal.
- Tours school frequently to monitor safety, security and effectiveness of school programs.
- Plans and directs building maintenance.
- Supervises all operations involving the management of the school including school funds, payroll, purchases, inventories and office operations.
- Prepares and submits the school’s budgetary requests and monitors expenditures.
• Prepares or supervises the preparation of reports, records, lists and all other paperwork required or appropriate to the school’s administration.
• Plans and supervises fire drills, emergency readiness programs and ensures a safe school environment.
• Directs preparation and maintenance of class schedule, cumulative records and attendance reports.
• Ensures personnel and student records are complete and secure.
• Ensures compliance with federal, state, and local regulations and policies.
• Communicates with supervisor regularly about the needs, successes and general operation and performance of the school.
• Supervises and establishes schedules and procedures for the supervision of students in non-classroom areas, including before and after school and student pick-up and drop-off areas.
• Completes in a timely fashion all records and reports as requested by CSUSA.
• Manages and administers CSUSA workers compensation program.
• Follows policy for the school’s Abuse posting requirements.
• Adheres to statutory, regulatory and company hiring guidelines, including completing background checks for all school personnel, contacting references and verifying employment history.

**Supervises and Develops Staff**
• Motivates staff to achieve school objectives.
• Communicates with staff and is responsive to their workplace-related needs.
• Evaluates performance of staff and provides ongoing performance feedback.
• Counsels staff regarding inappropriate behavior or violation of CSUSA policies and/or practices.
• Adheres to Human Resources policies and practices. Notifies appropriate CSUSA personnel of serious employee violations.
• Maintains a productive and positive employee climate.
• Selects and hires school staff, including teachers and school-based support staff.
• Adheres to statutory, regulatory and company hiring guidelines, including policies and procedures for background check and employment history verification.
• Ensures the annual re-appointment process of staff is completed timely and within budget.

**Communicates with Stakeholders**
• Communicates regularly with parents, seeking their support and advice, to create a cooperative relationship to support the students in the school.
• Establishes and maintains relationships with colleges, community organizations and other CSUSA schools to promote the school.
• Confers with teachers, students, and parents concerning educational and behavioral issues in school.
• Maintains a positive, cooperative and mutually supportive relationship with CSUSA, parents and community.
• Confers with Board Members and responds appropriately to issues that arise.
• Represents school and CSUSA at community functions.
• Uses effective presentation skills when addressing students, staff, parents, Board Members and the community.
• Articulates the school’s vision, values and goals and models those values.
• Attends special events held to recognize student achievement; attends school sponsored activities, functions and athletic events.
• Promotes school in the community.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE
• Demonstrated ability to lead people and get results through others.
• Ability to think ahead and plan over a 1-2 year time span.
• Ability to organize and manage multiple priorities.
• Problem analysis and problem resolution at both a strategic and functional level.
• Collaborates to establish and manage the school’s budgets and resources, including negotiating variances and related reporting.
• Employee training and development.
• Strong customer and student orientation.
• Establishes excellent interpersonal skills between all constituents: being courteous, professional, and helpful; oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• High performance teams and a strong team player.
• Strong track record for analyzing complex problems/issues, identifying patterns and recommending creative solutions.
• Broad conceptual perspective and forward-thinking on business issues and their long-term impact on the business unit, the finance function and the firm. Ability to systematically analyze complex issues and data.
• Proactive and takes initiative. Thinks creatively. Drives projects to completion. Insists on highest level of quality.
• Detailed knowledge of federal, state, and local requirements for K-12 schools and charter school law preferred.

JOB REQUIREMENTS
• Master’s degree (MA) from an accredited college or university or equivalent.
• 2 - 5 years relevant experience (in school administration preferred) and/or training.
• Experience in student instruction.
• Demonstrated ability to lead a school community toward improved academic achievement.
• Computer literacy skills; proficient in Windows, MS Word, Excel, Outlook, PowerPoint and the Student Information System (“SIS”).
• Equivalent combination of education and experience.
• Successful results of criminal and employment background check.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is moderate. Noise level may rise during periods of high student traffic.

PHYSICAL DEMANDS
• No physical exertion required.
• Required to sit and/or stand for long periods of time.
• Light work: exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT
• Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.
• This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

FAIR LABOR STANDARDS ACT (“FLSA”) OVERTIME CATEGORY
Job is exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA Policy.

DECLARATION
Human Resources retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the CEO or the Senior Director of Human Resources will be subject to disciplinary action up to and including termination.
Position Title: ASSISTANT PRINCIPAL
Reports to: Principal
Employed by: CSUSA

**JOB PURPOSE**
Assist the Principal in providing school-wide leadership so as to promote the educational development of each student and to ensure the effective operation of the assigned school.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

**Educational Leadership**
- Assists the Principal in establishing and maintaining an effective learning climate in the school.
- Assists the Principal in the overall administration of the school.
- Serves as Principal in the absence of the regular Principal.
- Assists the Principal in the design and implementation of programs, based on current educational theory and research, to meet the specific needs of the school and its students.
- Facilitates and evaluates, in assigned departments, the CSUSA-approved instructional program in a manner designed to maximize the cognitive and affective progress of each student.
- Assists the Principal in the acquisition and utilization of instructional supplies, equipment and textbooks for the school.
- Assists the Principal in facilitating services for all students in the school including, but not limited to, those with special needs.
- Participates, as requested, in school-level activities to design educational philosophy and goals which maximize student growth.
- Assists the Principal in overseeing the facility and grounds of the assigned school and makes recommendations about short-range and long-range needs.
- Assists in the development of a schedule which maximizes the educational program for students and utilizes district resources to their greatest advantage.
- Assists the Principal in conducting an on-going assessment of the educational program in the assigned school, including the strengths and areas in need of improvement; the analysis of test results, attendance records, discipline reports; feedback from students, staff, administrators and parents; and other formal and informal data.

**Serves as Administrator of School**
- Evaluates performance in assigned departments in accordance with state law and regulation, and CSUSA policy and practices.
- Serves as acting Principal responsible for building operations when Principal is out of the building.
- Assists the Principal in the orientation of new staff in accordance with state law and regulation as well as CSUSA policy and procedures.
- Generates and maintains personnel records, reports and documentation as required by state and federal law and regulation as well as by CSUSA policy and procedures.
- Works to achieve/sustain 100% of projected student enrollment capacity.
Student Management
- Maintains high standards of student conduct and enforces discipline as necessary, according due process rights to the students.
- Establishes and publishes guidelines for proper student conduct in keeping with state law, CSUSA policy and school practices in cooperation with the Principal.
- Attends school-related activities and events to oversee student behavior and achievements.
- Generates and maintains accurate discipline records.
- Works with students, staff, parents, law enforcement officials and others in the implementation of student behavior codes in cooperation with the Principal.

Human Resources
- Assists the Principal in the recruiting, screening, background check and reference checks and recommends and assigns school staff. Is familiar with hiring statutory laws and state regulations.
- Supports the new hire/recruiting process by properly completing job requisition form, offer letter request, and other items as needed, and secure all the required paperwork (applications and release forms).
- Supports the Principal during the new employee-interview process, as needed.
- Assists Human Resources Department in maintaining compliance with certification guidelines.
- Ensures new hire paperwork is coordinated with the Business Administrator/Site Coordinator and on schedule with the payroll calendar.
- Maintains personnel files in a confidential manner.
- Conducts new employee orientation. Insures the signed Employee Handbook acknowledgement has been received.
- Supports the Principal in disciplinary actions, coach and counsels, exit interviews, etc., as requested.
- Assists the Principal and Human Resources Department in coordinating Performance Appraisal process, including maintaining data in SIS and HR online systems.

Communicates with Stakeholders
- Assists the Principal in promoting on-going, two-way communications with relevant audiences (i.e., students, staff, parents, community residents) to enhance the educational program provided by the school.
- Assists the Principal in utilizing the resources of the school and community to enhance the educational program.
- Serves as a member of such committees and attends such meetings as directed by the Principal and/or Vice President of Education, at CSUSA.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**
DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE
• Demonstrates enthusiasm and commitment toward the job and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
• Demonstrates the ability to lead people and get results through others.
• Establishes excellent interpersonal skills between all constituents: being courteous, professional, and helpful; demonstrates high level of interpersonal skills to handle sensitive and confidential situations. Position continually requires demonstrated poise, tact and diplomacy.
• Works and interacts with individuals at all levels of the organization.
• Thinks ahead and plans over a 1-2 year time span.
• Has the ability to organize and manage multiple priorities.
• Has the ability to consistently be at work, to arrive on time, to follow instructions, to respond to management direction and solicit feedback to improve performance.
• Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness. Strives to research, evaluate and implement best practices.
• Ability to work with large amounts of data, to interpret data, to detect errors, and prepare reports.
• Is able to coach and manage the performance of others.
• Possesses strong customer and student orientation.
• Is proactive and takes initiative. Thinks creatively. Drives projects to completion. Insists on highest level of quality.

JOB REQUIREMENTS
• Master’s degree (MA) from an accredited college or university or equivalent.
• Two to five years relevant experience (in school administration preferred) and/or training.
• Experience in student instruction.
• Equivalent combination of education and experience.
• Successful results of criminal and employment background check.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal
Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

**WORK ENVIRONMENT**
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is moderate. Noise level may rise during periods of high student traffic.

**PHYSICAL DEMANDS**
- Agility and ability to quickly move in a school environment where children are present.
- Travel within or outside of Michigan.
- Light work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

**FLSA OVERTIME CATEGORY**
Job is exempt from the overtime provisions of the FLSA.

**EVALUATION**
Performance will be evaluated in accordance with CSUSA’s policy.

**DECLARATION**
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: BUSINESS ADMINISTRATOR/SITE COORDINATOR
Reports to: Vice President of School Finance, CSUSA; Principal
Employed by: CSUSA

JOB PURPOSE
Manage the daily business administration of the school. Supervise hourly administrative staff as directed. Assist Principal with budget compliance.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Manage School’s Daily Business Activities
- Processes all purchase orders accurately and in a timely manner.
- Communicates with vendors in regards to order status.
- Reviews all invoices to ensure accuracy and forwards to Corporate Office for payment.
- Processes all check requests.
- Maintains and manages the petty cash account.
- Works with food service personnel to ensure timely service.
- Performs all bookkeeping and accounting for school’s accounts.

Supervise Hourly Staff
- Assigns duties and supervises the work of clerical, after school, and cafeteria appropriately.
- Assists Principal to ensure a safe and efficient school operation.

Process Payroll and Human Resources Paperwork
- Ensures New Hire and benefits paperwork is completed and submitted in a timely manner.
- Communicates benefits issues and employee questions to appropriate CSUSA personnel and ensures timely response.
- Processes all payroll forms and timesheets for school’s employees in accordance with CSUSA guidelines.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE
- Time management – prioritizing, organizing, scheduling.
- Communication – oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
JOB REQUIREMENTS

• High School Diploma, GED, or equivalent experience; Bachelor’s degree preferred.
• 2 years related business experience.
• Supervisory experience.
• Successful results of criminal and employment background check.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

DECLARATION

Human Resources retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the CEO or the Senior Director of Human Resources will be subject to disciplinary action up to and including termination.
Position Title: EXCEPTIONAL STUDENT EDUCATION (“ESE”) DIRECTOR/SPECIALIST
Reports to: Principal
Employed by: CSUSA

**JOB PURPOSE**
Support the school’s instructional program by directing ESE Teachers and the school’s ESE program for children with educational disabilities in accordance with state law and regulations as well as CSUSA curriculum.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**
- Supervises, directs and manages ESE Teachers and school’s ESE program.
- Compiles and reviews comprehensive evaluation data required to determine the appropriate eligibility of individual exceptional students.
- Assures confidentiality of any personally identifiable data.
- Provides consultant services to school-level staff which directly relate to the eligibility, placement and provision of services.
- Provides parent education information about types of programs, the locations of such programs, the district’s policies and procedures for determining eligibility and placement, and their rights as a parent of an ESE student.
- Serves as liaison among ESE, regular education, and parents.
- Utilizes resources from school(s), CSUSA, the district and the community.
- Facilitates effective communication and articulation between school staff members.
- Assists with the development and implementation of inclusive procedures for CSUSA schools.
- Implements least Restrictive Environment Instruction for ESE students.
- Provides technical assistance to schools in identification, evaluation/placement, and/or IEP, ITP, FSP, or EP disputes.
- Provides assistance in problem-solving.
- Travels to assigned CSUSA school sites as required.
- Reports FTE data to appropriate bodies.
- Makes recommendations for procedural and/or program improvement based on data analysis.
- Establishes and maintains collaborative relationship with district’s ESE department.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

**DISCLAIMER**
The above statements are intended to describe the general nature and level of work being performed. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.
SKILLS AND KNOWLEDGE

- Demonstrates enthusiasm and commitment toward the job and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
- Works and interacts with staff and relates to individuals at all levels of the organization. As unique situations present themselves, the incumbent must be sensitive to corporate needs, employee goodwill and the public image.
- Strong time management and organizational skills and the ability to prioritize wisely.
- Ability to establish and maintain effective working relationships with teachers, students, parents, the community and administrative staff.
- Establishes excellent interpersonal skills between all constituents: being courteous, professional, and helpful; oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
- Ability to consistently be at work, be on time, follow instructions, respond to management direction and solicit feedback to improve performance.
- Proficient experience with Microsoft Office (Word, Excel, PowerPoint) and SIS.
- Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness. Strives to implement best practices.

JOB REQUIREMENTS

- Bachelor’s degree (BS/BA) degree.
- Master’s degree from an accredited educational institution preferred.
- Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught. One area of Exceptional Education is required; two areas are preferred.
- Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
- Minimum of three years successful teaching experience.
- Effective instructional delivery techniques and excellent communication skills.
- Successful results of criminal and employment background check.
- Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

WORK ENVIRONMENT

While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:
• Usual office working conditions.

**PHYSICAL DEMANDS**
- No physical exertion required.
- Required to sit for long periods of time.
- Somewhat stressful due to frequent student activity.
- Light work: exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

**TERMS OF EMPLOYMENT**
Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.

**FLSA OVERTIME CATEGORY**
Job is exempt from the overtime provisions of the FLSA.

**EVALUATION**
Performance will be evaluated in accordance with CSUSA’s policy.

**DECLARATION**
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title:  STUDENT SERVICES COORDINATOR  
Reports to:  Principal  
Employed by:  CSUSA  

**JOB PURPOSE**  
To help students achieve personal fulfillment by providing them with services to make successful personal, educational and occupational life plans.  

**ESSENTIAL DUTIES AND RESPONSIBILITIES**  

**Instruction**  
- Prepares for and conducts parent and student conferencing according to school policy.  
- Student instruction in modalities instituted by school and assigned program (may include but are not limited to: Individual or Group Direct Synchronous Instruction, Learning Support, Life Skills Support, Itinerant Support, Resource Room Support, co-teaching, writing lesson plans, telephone conferencing and instruction, Parent Learning Opportunities).  
- Collects data and appropriate work samples.  
- Plans and conducts appointments with parents as needed.  
- Assists regular education teachers with specially designed instruction when necessary.  
- Participation at monthly outings encouraged.  
- Provides support for ESE student achievement in the general class through training teachers and assisting with implementation of school inclusion plans.  
- Arranges for and assists with training for inclusionary practices.  
- Acts as informational liaison for inclusion as appropriate.  
- Assists with planning for classroom and testing accommodations for students with disabilities.  
- Models strategies for inclusionary practices as appropriate.  
- Provides assistance with developing and adapting curriculum materials and educational practices to meet the needs of students and teachers.  

**Individual Student Counseling**  
- Assists students in evaluating their aptitudes and abilities through the use of teacher comments, interpretation of individual standardized test scores and other pertinent data.  
- Works with students in evolving educational and career plans in terms of such evaluation.  
- Provides individual counseling sessions for assigned students in dealing with their personal needs as they affect school performance, as well as their educational and career plans.  
- Provides small and large group counseling sessions, as needed, to address students’ personal educational and career plans.  
- Assists students in course selections and the scheduling process. Works to prevent students from dropping out of school, and assists those that do in finding alternative educational programs.  
- Assists in making arrangements for enrollment in summer school programs to make up noted deficiencies.
• Participates in follow-up studies of former students for the purpose of improving services and evaluating the effectiveness of the educational program being offered by the school.
• Provides emergency support to students as needed during crises.
• Provides students with college financial aid/scholarship resources and assists with college selection (High School), as applicable.

Staff Consultation
• Serves as a consultant to the faculty concerning matters related to guidance services.
• Confers with staff regarding students with problems and/or special needs.
• Serves as a resource person for administration in matters relating to students and guidance services; provides thorough and timely reports, data, etc., as requested by administration.

Student and Parent Orientation
• Provides students new to the school orientation and information relative to school procedures, curriculum and extra-curricular opportunities.
• Participates in planning and implementing programs which contribute to a smooth transition between grade levels and/or to post-secondary education, which may include orientation programs for students and parents.
• Serves as a resource for information regarding the educational program, activities and services of the school.

Record Keeping
• Supervises the maintenance of cumulative records for assigned students in accordance with state and federal laws and regulations as well as CSUSA policy.
• Provides information and prepares recommendations to colleges for admissions and scholarships as well as to potential employers and other agencies for assigned students.
• Maintains counseling record (i.e., summary, log) regarding conferences or other sessions with assigned students.

Assessment
• Assists in the administration of state-mandated and CSUSA assessment programs.
• Reviews and interprets results of assessment programs for assigned students and utilizes results for counseling purposes.
• Contributes to the evaluation of current curriculum offerings.
• Assists in developing and implementing an evaluation plan for the guidance program and utilizing results to determine strengths and areas in need of improvement.

School and Community Relations
• Strives to establish cooperative relations and makes a reasonable effort to communicate with parents when necessary and appropriate.
• Utilizes the resources of the community in developing and enhancing guidance services and activities.
• Cooperates and shares professionally with members of the staff.
• Assists in interpreting the Guidance Services Program within the school and community.
• Assists community agencies and resource people who deal with students’ needs.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE
• Ability to work and interact with individuals at all levels of the organization.
• Ability to organize, prioritize and manage multiple priorities.
• Ability to prepare comprehensive business reports, including writing report sections, integrating content and formatting business documents.
• Ability to establish a set of operating principles and routines; driving projects to completion, while insisting on the highest level of quality.
• Ability to consistently be at work, be on time, follow instructions, respond to management direction and solicit feedback to improve performance.
• Establish excellent interpersonal skills between all constituents: being courteous, professional, and helpful; oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• Computer basics: Windows, Microsoft Word, Excel, Outlook, PowerPoint, and SIS.
• Good knowledge of organization’s policies and procedures.
• Detailed knowledge of federal, state, and local requirements for K-12 schools and charter school law.

JOB REQUIREMENTS
• Bachelor’s degree from an accredited college or university.
• Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement for all subject area(s) being taught.
• Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
• Minimum three years’ experience of successful teaching or counseling services.
• Successful results of criminal and employment background check.
• Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness. Strives to research, evaluate and implement best practices.
• Effective communication skills.
• Proficient experience with Microsoft Office (Word, Excel, PowerPoint) and SIS.
• Commitment to company values.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.
WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
• Usual office working conditions.

PHYSICAL DEMANDS
• No physical exertion required.
• Required to sit for long periods of time.
• Light work: exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT
Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.

This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

FLSA OVERTIME CATEGORY
Job is exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA’s policy.

DECLARATION
Human Resources retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the CEO or the Senior Director of Human Resources will be subject to disciplinary action up to and including termination.
Position Title: READING SPECIALIST
Reports to: Principal or Assistant Principal
Employed by: CSUSA

JOB PURPOSE
Position is responsible for providing training and support to teachers and assisting with the reading program implementation. Position conducts staff development, performs classroom visitations, collects and reports student data and monitors program.

ESSENTIAL DUTIES AND RESPONSIBILITIES
• Develops and conducts in-service training for reading teachers regarding the program, instructional strategies and best practices.
• Performs classroom visitations, assists teachers in the improvement of instructional performance and monitors improvement.
• Demonstrates lessons in classroom situations for observation by teachers.
• Coordinates the testing of students.
• Coordinates reading schedules with existing instructional programs.
• Monitors the progress of students.
• Serves as a resource to school administrators and content area teachers in identifying reading needs, adapting instructional techniques, and implementing the reading program.
• Assists with the development of school literacy teams.
• Collects and reports student data.
• Initiates and maintains effective liaisons with district and professional associations to maintain a current knowledge of reading and instructional best practices.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE
• Demonstrates enthusiasm and commitment toward the job and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
• Works and interacts with staff and relates to individuals at all levels of the organization. As unique situations present themselves, the incumbent must be sensitive to corporate needs, employee goodwill and the public image.
• Strong time management and organizational skills and the ability to prioritize wisely.
• Ability to guide and train teachers in effective instructional techniques and strategies.
• Ability to establish and maintain effective working relationships with teachers, students, parents, the community and administrative staff.
• Establishes excellent interpersonal skills between all constituents: being courteous, professional and helpful; oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• Ability to organize, prioritize and manage multiple priorities.
• Ability to establish a set of operating principles and routines; driving projects to completion, while insisting on the highest level of quality.
• Ability to consistently be at work, be on time, follow instructions, respond to management direction and solicit feedback to improve performance.
• Proficient experience with Microsoft Office (Word, Excel, PowerPoint) and SIS.
• Good knowledge of company and departmental policies and procedures.
• Detailed knowledge of federal, state and local requirements for K-12 schools and charter school law.

JOB REQUIREMENTS
• Master’s degree and eligibility for Michigan teaching certification.
• Demonstrated evidence of involvement in school activities involving leadership responsibilities.
• Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught and as a Reading Specialist.
• Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
• Effective instructional delivery techniques and excellent communication skills.
• Commitment to company values.
• Successful results of criminal and employment background check.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
• Duties may be occasionally performed on field trips away from school.
• The noise level in the work environment is usually moderate.
PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

• Must have the ability to sit and stand for extended periods of time.
• Exhibit manual dexterity to dial a telephone, to enter data into a computer; to see and read a computer screen and printed material with or without vision aids; hear and understand speech at normal classroom levels, outdoors and on the telephone.
• Speak in audible tones so that others may understand clearly in normal classrooms, outdoors and on the telephone.
• Physical agility to lift up to 25 pounds to shoulder height; ability to bend, stoop, climb stairs and reach overhead.

TERMS OF EMPLOYMENT
• Salary and benefits shall be paid consistent with CSUSA salary and benefit policy.
• Length of the work year and hours of employment shall be those established by CSUSA.
• This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

FLSA OVERTIME CATEGORY
Job is exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA Policy.

DECLARATION
Human Resources retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: ESE TEACHER  
Reports to: Principal  
Employed by: CSUSA  

**JOB PURPOSE**  
Work in partnership with parents, students and regular education teachers in accordance with the school’s mission and vision in order to promote student achievement. The following responsibilities and duties are the means to achieve that end while maintaining compliance with federal and state regulations.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**  

**Instruction**  
- Prepares for and conducts parent and student conferencing according to school policy.  
- Delivers student instruction in modalities instituted by school and assigned program (may include but are not limited to: Individual or Group Direct Synchronous Instruction, Learning Support, Life Skills Support, Itinerant Support, Resource Room Support, co-teaching, writing lesson plans, telephone conferencing and instruction, Parent Learning Opportunities).  
- Collects data and appropriate work samples.  
- Plans and conducts appointments with parents as needed.  
- Assists regular education teachers with specially designed instruction when necessary.  
- Participation at monthly outings encouraged.  
- Provides support for ESE student achievement in the general class through training teachers and assisting with implementation of school inclusion plans.  
- Arranges for and assists with training for inclusionary practices.  
- Acts as informational liaison for inclusion as appropriate.  
- Assists with planning for classroom and testing accommodations for students with disabilities.  
- Models strategies for inclusionary practices as appropriate.  
- Provides assistance with developing and adapting curriculum materials and educational practices to meet the needs of students and teachers.

**Monitoring and Compliance**  
- Collaborates with regular education teachers to monitor student progress and compliance (including student compliance issues, withdrawals, etc.).  
- Proctors standardized tests.  
- Completes student progress reports four times a year (quarterly).

**Special Education Responsibilities**  
- Maintains IEPs, Quarterly Reports and Progress Monitoring for caseload.  
- Develops and implements IEPs with measurable goals using Progress Monitoring.  
- Collects and reports Progress Monitoring data for all student goals.  
- Conduct IEP meetings within timelines.  
- Makes data-driven instructional decisions to improve student outcomes.
• Completes Quarterly Progress Reports.
• Maintains accurate and compliant special education data (class lists with contact info, related services info, IEP due dates, etc.).
• Completes reevaluations in accordance with regulations and best practice.
• Completes all special education paperwork accurately, according to regulations, and on time.
• Develops and monitors appropriate transition plans for students of transition age.
• Maintains communication with Related Service Providers and Case Managers to ensure compliance with provision of services, evaluations and quarterly progress reports.
• Administers diagnostic assessments as needed.
• Obtains and maintains compliant special education student files.
• Participates in state-specific training.
• Attends Professional Development as designated on school calendar (travel may be required).

Communication
• Communicates with regular education teachers and administrators when necessary.
• Participates in weekly team meetings.
• Acknowledge e-mails and voice mails within 24 hours (excluding weekends, holidays, etc.).

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE
• Demonstrates enthusiasm and commitment toward the position and the mission of the company; support the company’s values in the strategic areas of academic excellence, operational performance, superior culture, and financial health and growth, as outlined in the Employee Handbook.
• Possesses strong time management and organizational skills and the ability to prioritize effectively.
• Has the ability to establish and maintain effective working relationships with teachers, students, parents, the community and administrative staff. Is sensitive to sensitive to corporate needs, employee goodwill and the public image, as unique situations present themselves.
• Possesses excellent interpersonal skills and displays such between all stakeholders: being courteous, professional, and helpful.
• Possesses excellent communication skills: oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• Has the ability to be at work consistently, to be on time, to follow instructions, to respond to management direction and to solicit feedback to improve performance.
• Demonstrates proficient experience with Microsoft Office (Word, Excel, PowerPoint), SIS and email communications.
• Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness.
• Strives to implement best practices and positive character education consistently.

JOB REQUIREMENTS
• Bachelor’s degree (BA) from an accredited college or university.
• Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
• Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
• Certified in at least two areas of Exceptional Education, preferred.
• Successful results of criminal and employment background check.
• Command of grades/subject specific content and theoretical knowledge of learning theory, including motivation, reinforcement, evaluation and feedback techniques.
• Minimum of three (3) years successful teaching experience.
• Effective instructional delivery techniques and excellent communication skills.
• Adherence to the requirements of the Code of Ethics for the Education Profession.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
• No physical exertion required.
• Somewhat stressful due to frequent student activity.
• Light work: exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

WORK ENVIRONMENT
While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:
• Usual school working conditions.
• May be noisy during high student traffic.

TERMS OF EMPLOYMENT:
• Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.
• This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.
**FLSA OVERTIME CATEGORY:**
Job is exempt from the overtime provisions of the FLSA.

**EVALUATION:**
Performance will be evaluated in accordance with CSUSA Policy.

**DECLARATION**
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: ENGLISH FOR SPEAKERS OF OTHER LANGUAGES ("ESOL")
TEACHER
Reports to: Principal
Employed by: CSUSA

JOB PURPOSE
Supports the school’s instructional program by identifying students of limited English proficiency, planning an appropriate developmental program for them and implementing instruction in accordance with state law and regulation as well as CSUSA curriculum.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Diagnostic Evaluation
• Identifies students as Limited English proficient ("LEP") in accordance with state law and regulation as well as CSUSA policy by evaluation of available test and observational data, consultation with staff members, reviewing relevant registration forms and recommendations made by other personnel.
• Uses appropriate standardized test instruments, informal diagnostic tasks, and observations to assess the student’s level of English proficiency.

Instructional Planning
• Develops instructional program that will increase the acquisition of oral and written communication skills.
• Selects appropriate instructional materials and media to achieve the goals of the program.
• In cooperation with the Principal, properly groups students for instruction after consideration of the level of each student’s English proficiency.
• Prepares for assigned classes and shows evidence of preparation upon request of administrative and supervisory personnel.
• Participates with other staff members in curriculum planning during designated meetings.
• Takes all necessary and reasonable precautions to protect supplies, equipment, materials and facilities needed to implement effectively the planned instructional program.

Instruction
• Meets with and instructs students in accordance with schedules previously devised.
• Employs instructional media and techniques which are appropriate to the achievement of increasing oral and written communication skills in English.
• Assesses, on a regular basis, the extent to which students have increased English proficiency.
• Strives to maximize the educational achievement of each student.
• Maintains accurate and complete records as required by CSUSA policy and state regulations.

Student Management
• Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
• Implements all relevant policies and rules governing student life and conduct.
• Develops reasonable rules of classroom behavior in accordance with district policy and
guidelines and maintains order in the classroom in a fair and just manner.
• Maintains confidentiality about students.

School and Community Relations
• Strives to establish cooperative relations and makes a reasonable effort to communicate
with parents/guardians when necessary and as required by state law and CSUSA policy.
• Cooperates and shares professionally with members of the administration and other staff.
• Maintains confidentiality about students in accordance with state and federal law as well
as district policy.
• Attends parent communication activities (i.e., Back-to-School Night, conferences) as
directed by the Principal.
• In accordance with prescribed state law as well as with CSUSA procedures, informs
parents of placement in the ESOL Program.
• Provides progress reports on students assigned to the program to both classroom teachers
and parents as required.
• Communicates with classroom teachers regarding objectives devised for each student and
the materials being used to accomplish those objectives.
• Provides appropriate levels of consultation and training to staff about cultural background
of LEP pupils.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being
performed. They are not intended to be an exhaustive list of all responsibilities, duties and skills
required of personnel so classified.

SKILLS AND KNOWLEDGE
• Demonstrates enthusiasm and commitment toward the job and the mission of the
company; supports the company’s values in the strategic areas of academic excellence,
operational performance, superior culture and financial health and growth, as outlined in
the Employee Handbook.
• Works and interacts with staff and relates to individuals at all levels of the organization.
As unique situations present themselves, the incumbent must be sensitive to corporate
needs, employee goodwill and the public image.
• Strong time management and organizational skills and the ability to prioritize wisely.
• Ability to establish and maintain effective working relationships with teachers, students,
parents, the community and administrative staff.
• Establishes excellent interpersonal skills between all constituents: being courteous,
professional, and helpful; oral (including presentations), written, interpersonal (active
listening), negotiating and influencing.
• Ability to consistently be at work, be on time, follow instructions, respond to
management direction and solicit feedback to improve performance.
• Proficient experience with Microsoft Office (Word, Excel, PowerPoint) and SIS.
• Strong student orientation.
• Proactive and takes initiative. Thinks creatively. Drives projects to completion. Insists on highest level of quality.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

JOB REQUIREMENTS
• Bachelor’s degree from an accredited college or university.
• Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught. Possession of valid teaching eligibility in ESOL.
• Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
• 3 years of relevant experience.
• Successful results of criminal and employment background check.
• Previous experience in student instruction.
• Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness. Strives to research, evaluate and implement best practices.
• Effective instructional delivery techniques and excellent communication skills.
• Commitment to company values.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

WORK ENVIRONMENT
While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:
• Usual office working conditions.

PHYSICAL DEMANDS
• No physical exertion required.
• Required to sit for long periods of time.
• Somewhat stressful due to frequent student activity.
• Light work: exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT
Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.

FLSA OVERTIME CATEGORY
Job is exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA’s policy.
DECLARATION
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: CURRICULUM RESOURCE TEACHER
Reports to: Principal or Assistant Principal
Employed by: CSUSA

**JOB PURPOSE**
Responsible for providing curriculum training and support to teachers and assisting with curriculum implementation. Conducts ongoing staff development, performs periodic classroom visitations, collects and reports quarterly student data and monitors programs.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

• Develops and conducts in-service training for all teachers regarding the curriculum, researched-based instructional strategies, and best practices.
• Performs periodic classroom visitations, assists teachers in the improvement of instructional performance, performs periodic binder reviews, and monitors improvement.
• Demonstrates lessons in classroom situations for observation by teachers.
• Trains new teachers in the use of SIS and school-based resources and procedures.
• Facilitates grade level and/or subject area team meetings.
• Serves as a resource to school administrators and content area teachers in identifying reading needs, adapting instructional techniques and implementing reading strategies across the curriculum.
• Assists with the development of school literacy initiatives.
• Collects, analyzes and reports school and student benchmark data.
• Initiates and maintains effective liaisons with district and professional associations to maintain a current knowledge of reading and instructional best practices.
• Attends monthly CSUSA Curriculum Cadres.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

**DISCLAIMER**
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

**SKILLS AND KNOWLEDGE**

• Demonstrates enthusiasm and commitment toward the position and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
• Possesses strong time management and organizational skills and the ability to prioritize effectively.
• Has the ability to establish and maintain effective working relationships with teachers, students, parents, the community, and administrative staff. Is sensitive to corporate needs, employee goodwill and the public image, as unique situations present themselves.
• Possesses excellent interpersonal skills and displays such between all stakeholders: being courteous, professional and helpful.
• Possesses excellent communication skills: oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• Has the ability to be at work consistently, to be on time, to follow instructions, to respond to management direction and to solicit feedback to improve performance.
• Demonstrates proficient experience with Microsoft Office (Word, Excel, PowerPoint) SIS and email communications.
• Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness.
• Strives to implement best practices and positive character education consistently.
• Demonstrates and articulates a thorough understanding of The Art & Science of Teaching (Robert Marzano).

JOB REQUIREMENTS
• Bachelor’s degree (BA) from an accredited college or university.
• Master’s Degree preferred.
• Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
• Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
• Minimum of three years of K-12 classroom teaching with demonstrable positive impact on achievement.
• Demonstrated evidence of involvement in school activities involving leadership responsibilities.
• Reading Specialist Certification/Endorsement Preferred.
• Successful results of criminal and employment background check.
• Effective instructional delivery techniques and excellent communication skills.
• Commitment to company values.
• Adherence to the requirements of the Code of Ethics for the Education Profession.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
No physical exertion required.
Somewhat stressful due to frequent student activity.
Light work: exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.
Must have the ability to sit and stand for extended periods of time.
Exhibit manual dexterity to dial a telephone, to enter data into a computer; to see and read a computer screen and printed material with or without vision aids; hear and understand speech at normal classroom levels, outdoors and on the telephone.
Speak in audible tones so that others may understand clearly in normal classrooms, outdoors and on the telephone.
Physical agility to lift up to 25 pounds to shoulder height; ability to bend, stoop, climb stairs and reach overhead.

WORK ENVIRONMENT
While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:
Usual school working conditions.
May be noisy during high student traffic.

TERMS OF EMPLOYMENT
Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.
This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

FLSA OVERTIME CATEGORY
Job is exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA Policy.

DECLARATION
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: ELEMENTARY TEACHER
Reports to: Principal
Employed by: CSUSA

JOB PURPOSE
Create and implement a flexible program and classroom environment favorable to student learning and personal growth. Develop lesson plans consistent with established guidelines. Establish effective rapport with students, staff members and parents. Motivate students to develop skills, attitudes and knowledge to provide an effective educational foundation, in accordance with each student’s ability.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Instruction/Education Responsibilities
- Plans and implements a program of instruction that adheres to the company’s philosophy, goals and objectives as outlined in the adopted courses of study.
- Makes purposeful and appropriate lesson plans which provide for effective teaching strategies and maximizes time on task.
- Presents subject matter to students to maximize learning opportunities and provides real-world, application-based examples and learning opportunities.
- Reviews student records in order to develop a foundation of understanding regarding each student’s abilities and needs. Maintains accurate and complete student records.
- Strives to maximize the educational achievement of each student.
- Utilizes a variety/range of student learning modalities in each lesson and uses differentiated instruction within those lessons.
- Utilizes diagnostic assessment of student learning on a frequent basis.
- Maintains accurate and complete student records.
- Assesses student strengths and weaknesses on a frequent basis, provides appropriate activities to address student needs and generates progress reports as required.
- Refers students with suspected learning problems to appropriate support personnel.
- Assigns lessons, corrects student work product and reviews oral presentations.
- Coordinates class field trips (as required).
- Prepares students for state required achievement assessments.
- Keeps current in subject matter knowledge and learning theory and is willing to share this knowledge for the continual improvement of the school's curriculum.
- Assists in the on-going curriculum revision process, including the revision of written courses of study.
- Assists in the selection of books, equipment and other instructional materials.
- Becomes acquainted with supplemental services beneficial to students as an extension of regular classroom activities.

Provide a Classroom Environment Conducive to Learning
- Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.
• Maintains positive rapport with students; demonstrates patience and appropriate nurturing to assist in the growth of the child.
• Ensures classroom is clean, safe and includes student generated work on display as appropriate.
• Implements all relevant policies governing student conduct.
• Develops reasonable rules of classroom/playground behavior in accordance with CSUSA policy and guidelines and maintains order in the classroom in a fair and consistent manner.

Instructional Planning
• Develops lesson plans consistent with established guidelines and goals.
• Plans individual and group learning activities designed to meet instructional objective and student needs.
• Prepares for assigned classes and shows evidence of preparation upon request of supervisory personnel.
• Participates with other staff members in curriculum planning during designated meetings.
• Incorporates into planning all diagnostic information as required in the student’s IEP.
• Takes all necessary and reasonable precautions to protect supplies, equipment, materials and facilities needed to implement effectively the planned instructional program.

School/Community Relations
• Strives to establish cooperative relations and makes reasonable efforts to communicate with parents/guardians when appropriate.
• Communicates clearly, consistently and positively with parents via all appropriate mediums.
• Cooperates with members of the administration, other staff and with CSUSA.
• Maintains confidentiality regarding student records.
• Participates in parent communication activities.
• Participates in extracurricular activities to ensure a positive school culture and provide support for students and staff (as required).

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed. They are not intended to be an exhaustive list of all responsibilities, duties and skills required personnel so classified.

SKILLS AND KNOWLEDGE
• Demonstrates enthusiasm and commitment toward the position and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
• Possesses strong time management and organizational skills and the ability to prioritize effectively.
• Has the ability to establish and maintain effective working relationships with teachers, students, parents, the community and administrative staff. Is sensitive to corporate needs, employee goodwill and the public image, as unique situations present themselves.
• Possesses excellent interpersonal skills and displays such between all stakeholders: being courteous, professional and helpful.
• Possesses excellent communication skills: oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• Has the ability to be at work consistently, to be on time, to follow instructions, to respond to management direction and to solicit feedback to improve performance.
• Demonstrates proficient experience with Microsoft Office (Word, Excel, PowerPoint) and SIS and email communications.
• Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness.
• Strives to implement best practices and positive character education consistently.

JOB REQUIREMENTS
• Bachelor’s degree (BA) from an accredited college or university.
• Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught and must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
• Minimum of one to three years successful teaching experience (may include Student Teaching Internship experience).
• Equivalent combination of education and experience.
• Command of grades/subject specific content and theoretical knowledge of learning theory, including motivation, reinforcement, evaluation and feedback techniques.
• Understanding of and commitment to company values.
• Successful results of criminal and employment background check.
• Effective instructional delivery techniques and excellent communication skills.
• Adherence to the requirements of the Code of Ethics for the Education Profession.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

WORK ENVIRONMENT
While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:
• Usual office working conditions.

PHYSICAL DEMANDS
• No physical exertion required.
• Travel within or outside area of employment.
• Light work: exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.
TERMS OF EMPLOYMENT
Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.

FLSA OVERTIME CATEGORY
Job is exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA’s policy.

DECLARATION
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: SIXTH GRADE MATH TEACHER
Reports to: Principal or Assistant Principal
Employed by: CSUSA

JOB PURPOSE
Create and implement a flexible program and classroom environment favorable to student learning and personal growth. Develop lesson plans consistent with established guidelines. Establish effective rapport with students, staff members and parents. Motivate students to develop skills, attitudes and knowledge to provide an effective educational foundation, in accordance with each student’s ability.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Instruction/Education Responsibilities
• Presents subject matter to students to maximize learning opportunity.
• Reviews student records in order to develop a foundation of understanding regarding each student’s abilities and needs.
• Maintains accurate and complete student records.
• Strives to maximize the educational achievement of each student.
• Demonstrates a variety/range of student learning modalities in each lesson.
• Frequently utilizes diagnostic assessment of student learning.
• Frequently assesses student strengths and weaknesses, provides appropriate activities to address student needs and generates progress reports as required.
• Refers students with suspected learning problems to appropriate support personnel.
• Assigns lessons, corrects student work product and reviews oral presentations.
• Coordinates class field trips.
• Prepares students for state required achievement assessments.

Provide a Classroom Environment Conducive to Learning
• Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of students.
• Ensures classroom is clean, safe and includes student generated work on display as appropriate.
• Implements all relevant policies governing student conduct.
• Develops reasonable rules of classroom/playground behavior in accordance with CSUSA policy and guidelines and maintains order in the classroom in a fair and consistent manner.

Instructional Planning
• Develops lesson plans consistent with established guidelines and goals.
• Plans individual and/group learning activities designed to meet instructional objective and students’ needs.
• Prepares for classes assigned and shows evidence of preparation upon request of supervisory personnel.
• Participates with other staff members in curriculum planning during designated meetings.
• Incorporates into planning all diagnostic information as required in the student’s IEP.
• Takes all necessary and reasonable precautions to protect supplies, equipment, materials and facilities needed to implement effectively the planned instructional program.

School/Community Relations
• Strives to establish cooperative relations and makes reasonable effort to communicate with parents/guardians when appropriate.
• Communicates clearly, consistently and positively with parents via all appropriate mediums.
• Cooperates with members of the administration and other staff.
• Maintains confidentiality about students.
• Attends parent communication activities.
• Participates in extracurricular activities as required.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE
• Demonstrates enthusiasm and commitment toward the job and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
• Works and interacts with staff and relates to individuals at all levels of the organization. As unique situations present themselves, the incumbent must be sensitive to corporate needs, employee goodwill and the public image.
• Strong time management and organizational skills and the ability to prioritize wisely.
• Ability to establish and maintain effective working relationships with teachers, students, parents, the community and administrative staff.
• Establish excellent interpersonal skills between all constituents: being courteous, professional and helpful; oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• Ability to consistently be at work, be on time, follow instructions, respond to management direction and solicit feedback to improve performance.
• Proficient experience with Microsoft Office (Word, Excel, PowerPoint) and SIS.
• Strong student orientation.
• Proactive and takes initiative. Thinks creatively. Drives projects to completion. Insists on highest level of quality.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.
JOB REQUIREMENTS
• Bachelor’s degree from an accredited college or university.
• Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught and must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
• Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness. Strives to research, evaluate and implement best practices.
• Effective instructional delivery techniques and excellent communication skills.
• Commitment to company values.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

WORK ENVIRONMENT
While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:
• Usual schools working conditions.
• May be noisy during high student traffic.

TERMS OF EMPLOYMENT
• Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.
• This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

FLSA OVERTIME CATEGORY
Job is exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA’s Policy.

DECLARATION
Human Resources retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: SUBSTITUTE TEACHER
Reports to: Principal
Employed by: CSUSA

JOB PURPOSE
Enable children to pursue their education as smoothly and completely as possible in the absence of the regular teacher.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Instruction
• Reviews with the Principal, supervisor and/or designated teacher the plans and schedule to be followed during the teaching day.
• Teaches the lessons prepared by the absent teacher.
• Reports in writing the day’s activities at the conclusion of each day and provides other feedback as requested by the building Principal.
• Follows all school and CSUSA policies, rules and procedures to which regular teachers are subject and which good teaching practice dictates.
• Consists, as appropriate, with the building Principal and/or supervisor before initiating any lesson or other procedure not specified in the teacher’s plans.

Student Management
• Maintains as fully as possible the established routines and procedures of the school and classrooms to which they are assigned.
• Assumes responsibility for overseeing pupil behavior in class and at other times during the school day as requested.
• Maintains appropriate student behavior at all times throughout the school day for assigned students.

School/Community Relations
• Maintains good relations with the faculty and staff of the district.
• Treats information about students and staff with utmost confidence.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE
• Demonstrates enthusiasm and commitment toward the job and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
• Works and interacts with staff and relates to individuals at all levels of the organization. As unique situations present themselves, the incumbent must be sensitive to corporate needs, employee goodwill and the public image.
• Time management – prioritizing, organizing, scheduling.
• Computer basics – Microsoft Office (Word, Excel, Outlook).
• Communication – oral (including presentations), written, interpersonal (active listening), negotiating and influencing.

JOB REQUIREMENTS
• A Michigan teaching certificate, current or expired, OR completion of 90 semester hours of satisfactory (minimum 2.0 grade point average) credit consolidated at one four-year regionally accredit college or university.
• Completion of district’s Substitute Workshop.
• Commitment to company values.
• Successful results of criminal and employment background check.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

WORK ENVIRONMENT
While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:
• Usual schools working conditions.
• May be noisy during high student traffic.

TERMS OF EMPLOYMENT
• Salary and benefits shall be paid consistent with CSUSA salary and benefit policy.
• Length of the work year and hours of employment shall be those established by CSUSA.
• This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

FLSA OVERTIME CATEGORY
Job is non-exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA’s Policy.

DECLARATION
Human Resources retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources will be subject to disciplinary action up to and including termination.
Position Title: MEDIA SPECIALIST
Reports to: Principal
Employed by: CSUSA

JOB PURPOSE
Organize, administer and coordinate the school’s library media center/facility and its programs.

ESSENTIAL DUTIES AND RESPONSIBILITIES
• Plans, organizes, implements and supervises the program, collection and staff of the school library media center.
• Directs the activities of library media center support staff (if appropriate).
• Establishes and maintains an accurate circulation system for media and equipment.
• Schedules use of equipment, materials and space of the library media center.
• Maintains and updates written goals, objectives, policies and procedures, supporting both the educational objectives of the total school program and those of the library media program.
• Plans and provides instruction for students and staff in the use of materials, equipment, and services.
• Provides instruction and assistance to faculty and students for the production of media.
• Provides instruction following a scope and sequence of information skills.
• Plans with staff to integrate information skills within the school’s curriculum.
• Evaluates and selects a variety of materials and equipment based upon the curriculum, needs and interests of the students and the staff.
• Assists staff and students with selection, development and preparation of library/media materials.
• Maintains accurate inventories and indexes of the library media center’s collection of materials and equipment.
• Explains the school library media program and resources to the students, staff and community.
• Involves students, staff and school community personnel in planning, implementing and evaluating the library media program.
• Performs and/or coordinates the ordering, cataloguing, processing and maintenance of media and equipment for circulation.
• Assists the Principal with the development of the library media center budget.
• Provides an environment conducive to inquiry, research, study and personal use by students and staff.
• Prepares bulletin boards and other displays that are related to the curriculum.
• Implements requirements of state law, county policies and school building procedures.
• Coordinates with community libraries for additional resources to support educational objectives.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**
**DISCLAIMER:**
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

**SKILLS AND KNOWLEDGE**
- Demonstrates enthusiasm and commitment toward the job and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
- Works and interacts with staff and relates to individuals at all levels of the organization. As unique situations present themselves, the incumbent must be sensitive to corporate needs, employee goodwill and the public image.
- Strong time management and organizational skills and the ability to prioritize wisely.
- Ability to establish and maintain effective working relationships with teachers, students, parents, the community and administrative staff.
- Establishes excellent interpersonal skills between all constituents: being courteous, professional and helpful; oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
- Ability to consistently be at work, be on time, follow instructions, respond to management direction and solicit feedback to improve performance.
- Proficient experience with Microsoft Office (Word, Excel, PowerPoint) and SIS.
- Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness. Strives to implement best practices.

**JOB REQUIREMENTS**
- Bachelor’s degree from an accredited college or university.
- It is preferred that individual possesses a valid State of Michigan Teaching Certificate with an endorsement as an Educational Media Specialist in PreK-12. Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.
- Proficient in media technology and instructional applications of library science.
- Effective instructional delivery techniques and excellent communication skills.
- Commitment to company values.
- Successful results of criminal and employment background check.
- Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

**PHYSICAL DEMANDS**
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- No physical exertion required.
- Required to sit and/or stand for long periods of time.
• Light work: exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
• The worker is not substantially exposed to adverse environmental conditions. Work is performed in office and/or school environment.

TERMS OF EMPLOYMENT:
• Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.
• This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

FLSA OVERTIME CATEGORY:
Job is exempt from the overtime provisions of the FLSA.

EVALUATION:
Performance will be evaluated in accordance with CSUSA Policy.

DECLARATION
Human Resources retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: ADMINISTRATIVE ASSISTANT
Reports to: Principal
Employed by: CSUSA

JOB PURPOSE
Responsible for ensuring the smooth and efficient operation of the school office in order for the office's maximum positive impact on the education of children to be realized.

ESSENTIAL DUTIES AND RESPONSIBILITIES
Understands role as CSUSA Representative as evidenced by the following:

- Leads by example in adherence and knowledge of the CSUSA and school’s Vision, Mission and Values demonstrated by his/her commitment to act in an ethical manner using behaviors that promote a team concept.
- Follows through on duties and projects assigned.
- Participates in and successfully completes training programs offered to increase skill and proficiency related to assignments.
- Reviews current developments, literature and technical sources of information related to job responsibility.
- Follows company policies and federal and state laws.
- Ensures adherence to good safety procedures.
- Consults directly with CSUSA personnel when applicable.

School Office Responsibilities
- Takes and transcribes dictation of various types, including reports, correspondence, observation and evaluation reports, letters, memos, newsletters and other documents.
- Maintains the schedule of appointments for the Principal and makes arrangements for meetings, conferences, interviews and other activities.
- Prepares evaluations, memos, newsletters, presentations and other documents at direction of the Principal.
- Coordinates the assignments and the work of Substitute Teachers.
- Performs office routines and practices such as sorting mail, operating the copy machine, serving as telephone receptionist and others.
- Prepares processes and maintains oversight of purchase orders.
- Maintains an appropriate filing system and readily retrieves documents through the use of this system.
- Manages records and correspondence, improves systems when necessary; responds to requests for information.
- Acts as an information resource for other office personnel in the building; communicates assigned duties to other office personnel as required.
- Has the ability to organize and prioritize multiple assignments.
- Is extremely organized, process driven and detail oriented.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**
DISCLAIMER:
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE:
• Demonstrates enthusiasm and commitment toward the job and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
• Has the ability to consistently be at work, to arrive on time, to follow instructions, to respond to management direction and solicit feedback to improve performance.
• Establishes excellent interpersonal skills between all constituents: is courteous, professional, and helpful; demonstrates high level of interpersonal skills to handle sensitive and confidential situations; requires demonstrated poise, tact and diplomacy.
• Maintains the confidentiality of school business.
• Possesses excellent communication skills: oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• Possesses great phone etiquette.
• Is proactive and takes initiative. Thinks creatively. Drives projects to completion. Insists on the highest level of quality.
• Works with and interacts with staff and relates to individuals at all levels of the organization. Is sensitive to corporate needs, employee goodwill and the public image, as unique situations present themselves.
• Possesses strong customer orientation.
• Works with large amounts of data, researches and interprets records, detects errors and makes the necessary corrections.
• Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness.
• Strives to implement best practices.

JOB REQUIREMENTS:
• High school diploma or equivalent.
• One to two years of office experience with a wide variety of responsibilities.
• Successful results of criminal and employment background check.
• Comfortable working in a learning environment as part of a team.
• Bilingual ability may be required per advertised vacancy specifications.
• Demonstrated proficiency with Microsoft Office (Word, Excel, PowerPoint), SIS and email communications.
• Commitment to company values.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.
PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting for long periods of time.
- The employee must frequently lift and/or move up to 20 pounds and occasionally lift and/or move up to 10 pounds of force.
- Vision abilities required by this job include close vision, depth perception and ability to adjust focus.

WORK ENVIRONMENT:
While performing the duties of this job, the employee is occasionally exposed to office equipment and vehicles. The noise level in the work environment is usually quiet to moderate.

TERMS OF EMPLOYMENT:
- Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.
- This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

FLSA OVERTIME CATEGORY:
Job is non-exempt under the overtime provisions of the FLSA.

EVALUATION:
Performance will be evaluated in accordance with CSUSA’s Policy.

DECLARATION:
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this position description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: REGISTRAR
Reports to: Principal or Designee
Employed by: CSUSA

**JOB PURPOSE**
The Registrar is responsible for coordinating and performing student registration along with other school-related activities. Must be customer focused both internally with peers and externally with parents and students.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**
Understands role as CSUSA Representative as evidenced by the following:

- Leads by example in adherence and knowledge of the CSUSA and school’s Vision, Mission and Values demonstrated by the commitment to act in an ethical manner using behaviors that promote a team concept.
- Follows through on duties and projects assigned.
- Participates in and successfully completes training programs offered to increase skill and proficiency related to assignments.
- Reviews current developments, literature and technical sources of information related to job responsibility.
- Follows company policies and federal and state laws.
- Ensures adherence to good safety procedures.
- Consults directly with CSUSA personnel when applicable.

**Registration Process and Associated Reporting**
- Ensures all data for students is up to date and accurate in student cumulative files, SIS and in the district system.
- Assists with marketing efforts for student recruiting and in hosting the school’s information sessions, open house, orientation, etc.
- Enters daily attendance and maintains accurate attendance reports in both the district system and SIS.
- Enters and maintains student records, immunization, attendance information and grade reporting into SIS.
- Reviews student records to ensure current information, accuracy and completeness with the district regulations and guidelines.
- Provides teachers, school districts and outside agencies with information regarding student enrollment.
- Prepares a variety of records and reports regarding student enrollment.
- Supervises the registration and withdrawal process at appropriate times.
- Analyzes statistical data on student registration for administrative use in formulating policies.
- Evaluates transcripts of incoming students and takes appropriate action to insure completeness.
• Maintains the district student database system with proper coding/master scheduling to effectively monitor and update information for the two FTE cycles that impact school funding.
• Enters students’ recommitments into the company’s database program.
• Processes Free and Reduced Lunch applications into the district and company’s database.
• Assists in clerical and administrative functions to ensure the smooth operation of the school.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

**DISCLAIMER:**
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

**SKILLS AND KNOWLEDGE**
• Has the ability to work and interact with individuals at all level of the organization.
• Has the ability to organize, prioritize and manage multiple priorities.
• Has the ability to prepare comprehensive business reports, including writing report sections, integrating content and formatting business documents.
• Has the ability to establish a set of operating principles and routines; driving projects to completion, while insisting on the highest level of quality.
• Possesses excellent communication skills: oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• Has the ability to be at work consistently, to be on time, to follow instructions, to respond to management direction and to solicit feedback to improve performance.
• Demonstrates proficient experience with Microsoft Office (Word, Excel, PowerPoint), SIS and email communications.
• Possesses good knowledge of company and departmental policies and procedures.
• Possession of detailed knowledge of federal, state, and local requirements for K-12 schools and charter school law preferred.

**JOB REQUIREMENTS**
• High school diploma or equivalent.
• Minimum of 2 years relevant experience.
• Experience working in a school office setting highly desired.
• Excellent customer service skills.
• Excellent organization, time management and follow up skills.
• Must be able to present a professional office with great customer service skills.
• Must have a positive attitude and be able to collaborate with others, while helping to maintain a pleasant working environment.
• Must be detail oriented.
• Bilingual a plus, but not required.
• Ability and willingness to work successfully with students, parents and staff.
• Ability to lift up to 35 pounds.
• Ability and willingness to take directions.
• Excellent references including attendance and punctuality.
• Demonstrates excellent oral (including presentations), written and interpersonal (active listening) skills and ability to negotiate and influence; professional phone etiquette.
• Proactive and takes initiative. Thinks creatively. Drives projects to completion. Insists on the highest level of quality.
• Successful results of criminal and employment background check.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
• No physical exertion required.
• Required to sit for long periods of time.
• Light work: exerting up to 20 pounds of force occasionally, and/or up to 35 pounds of force as frequently as needed to move objects.

WORK ENVIRONMENT
While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:
• Usual school working conditions.
• May be noisy during high student traffic.

TERMS OF EMPLOYMENT:
• Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.
• This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

FLSA OVERTIME CATEGORY:
Job is exempt from the overtime provisions of the FLSA.

EVALUATION:
Performance will be evaluated in accordance with CSUSA Policy.

DECLARATION
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this position description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: SCHOOL RECEPTIONIST
Reports to: Principal
Employed by: CSUSA

JOB PURPOSE
Serve as primary reception and information resource for the assigned location by assisting walk-in traffic and by answering telephone inquiries. Provide supplementary clerical, computer and operational support to the school. This position is the focal point for the school.

ESSENTIAL DUTIES AND RESPONSIBILITIES
Understands role as CSUSA Representative as evidenced within:

- Leads by example in adherence and knowledge of the CSUSA and school’s Vision, Mission and Values demonstrated by the commitment to act in an ethical manner using behaviors that promote a team concept.
- Follows through on duties and projects assigned.
- Participates in and completes training programs successfully offered to increase skill and proficiency related to assignments.
- Reviews current developments, literature and technical sources of information related to job responsibility.
- Follows company policies and federal and state laws.
- Ensures adherence to good safety procedures.
- Consults directly with CSUSA personnel when applicable.

Front office responsibilities
- Greets and directs walk-in traffic providing general information and making referrals to offices and services as appropriate.
- Answers phone inquiries by providing general information and/or connecting calls to offices and services as appropriate.
- Maintains a master guide of activities, events and related information for the school.
- Performs a variety of clerical tasks which may include scheduling and maintaining records of school activities, tracking student attendance, check-in/check-out of supplies and materials, photocopying, typing, data input, sorting mail, making up file folders and/or transmitting/receiving fax documents and email.
- Schedules appointments and meetings, which may include reserving conference rooms and facilities, organizing materials, sending out meeting notices, arranging for catering services and maintaining calendars.
- Responds to telephone requests for specific materials to be mailed and assists with mailing general school information to parents.
- Responds to telephone and written requests for school information.
- Maintains confidentiality of records as appropriate.
- Serves as liaison for administrators and teachers.
- Ensures the Front Office is organized and information sheets for parents are stocked.
- Maintains inventory of office supplies, ordering from outside vendors or bookstores, as needed within available budget with direction from Principal or Business Administrator/Site Coordinator.
• Provides passes to students as appropriate.
• Orients and situates Substitute Teachers.
• Calls parents on waiting list when an opening at the school arises.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed by people assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE
• Has the ability to work and interact with individuals at all levels of the organization.
• Has the ability to organize, prioritize and manage multiple priorities.
• Has the ability to prepare comprehensive business reports, including writing report sections, integrating content and formatting business documents.
• Has the ability to establish a set of operating principles and routines; driving projects to completion, while insisting on the highest level of quality.
• Has the ability to consistently be at work, be on time, follow instructions, respond to management direction and solicit feedback to improve performance.
• Establishes excellent interpersonal skills between all constituents: being courteous, professional, and helpful; oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• Demonstrates proficient use of computer software – Windows (Word, Excel, Outlook, PowerPoint), SIS and email communications.
• Possesses good knowledge of company and departmental policies and procedures.
• Possession of detailed knowledge of federal, state, and local requirements for K-12 schools and charter school law preferred.

JOB REQUIREMENTS
• High school diploma or equivalent.
• Minimum of 2 years relevant experience.
• Experience working in a school office setting highly desired.
• Excellent customer service skills.
• Excellent organization, time management and follow up skills.
• Must be able to present a professional office with great customer service skills.
• Must have a positive attitude and be able to collaborate with others, while helping to maintain a pleasant working environment.
• Must be detail oriented.
• Bilingual a plus, but not required.
• Understanding of and commitment to company values.
• Successful results of criminal and employment background check.
• Ability and willingness to take directions.
• Possesses excellent interpersonal skills and displays such between all stakeholders: being courteous, professional and helpful.
• Possesses excellent communication skills: oral (including presentations), written, interpersonal (active listening), negotiating and influencing.
• Has the ability to be at work consistently, to be on time, to follow instructions, to respond to management direction and to solicit feedback to improve performance.
• Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness.
• Strives to implement best practices and positive character education consistently.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
• Must be able to remain calm in a fast paced environment.
• No physical exertion required.
• Somewhat stressful due to frequent student activity.
• Light work: exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects.

WORK ENVIRONMENT
While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:
• Usual school working conditions.
• May be noisy during high student traffic.

TERMS OF EMPLOYMENT:
• Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.
• This document does not create an employment contract, implied or otherwise, other than an “at will” relationship.

FLSA OVERTIME CATEGORY
Job is non-exempt under the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA Policy.

DECLARATION
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this position description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: FOOD SERVICE SUPERVISOR
Reports to: Principal
Employed by: CSUSA

**JOB PURPOSE**
Supervise and serve prepared meals at the school level in an efficient and effective manner to meet the nutritional needs and program acceptability of students and staff in accordance with federal, state and local regulations and CSUSA guidelines.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**
- Receives deliveries properly – including verifying the accuracy of delivery compared to what was ordered; rotates stock and puts delivery away.
- Stocks the food serving line for that day.
- Ensures proper, safe temperature of foods before serving.
- Prepares and serves meals in a timely manner.
- Cleans up kitchen and serving line.
- Takes trash (including breaking down boxes) to dumpster.
- Stocks for the next day including pulling appropriate food items from freezer.
- Deals courteously with the public.
- Maintains an effective working relationship with school faculty, staff and students.
- Maintains high standards of work habits, sanitation and safety.
- Maintains records and reports as required by supervisor.
- Understands, follows and gives oral and written directions.
- Ensures cash drawer is in balance.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

**DISCLAIMER**
The above statements are intended to describe the general nature and level of work being performed. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

**SKILLS AND KNOWLEDGE**
- Demonstrates enthusiasm and commitment toward the job and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
- Time management – prioritizing, organizing.
- Communication – oral, written, listening.
- Proper food handling procedures.
- Understands and practices safety and sanitation.

**JOB REQUIREMENTS**
- High school diploma or the equivalent required.
- Two years (2) experience in food service preferred.
• Knowledge of computer, cash register and/or food processing machinery as related to specific job functions preferred.
• Successful results of criminal and employment background check.
• Commitment to company values.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

WORK ENVIRONMENT
While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:
• Room temperature may be warm when the ovens are working.
• May be noisy during meals due to heavy student traffic.

PHYSICAL DEMANDS
• Stands for long lengths of time.
• Lifts up to 40 pounds.
• Stocks deliveries and keeps the area free of obstacles.
• Sweeps floors.
• Ability to break down boxes and carry trash to dumpster.

TERMS OF EMPLOYMENT
• Salary and benefits shall be paid consistent with CSUSA salary and benefit policy.
• Length of the work year and hours of employment shall be those established by CSUSA.

FLSA OVERTIME CATEGORY
Job is exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA’s policy.

DECLARATION
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: FOOD SERVICE WORKER
Reports to: Principal
Employed by: CSUSA

JOB PURPOSE
Prepare and serve meals at the school level in an efficient and effective manner to meet the nutritional needs and program acceptability of students and staff in accordance with federal, state and local regulations and CSUSA guidelines.

ESSENTIAL DUTIES AND RESPONSIBILITIES
• Receives deliveries properly – including verifying the accuracy of delivery compared to what was ordered; rotates stock and puts delivery away.
• Stocks the food serving line for that day.
• Ensures proper, safe temperature of foods before serving.
• Prepares and serves meals in a timely manner.
• Cleans up kitchen and serving line.
• Takes trash (including breaking down boxes) to dumpster.
• Stocks for the next day including pulling appropriate food items from freezer.
• Deals courteously with the public.
• Maintains an effective working relationship with school faculty, staff and students.
• Maintains high standards of work habits, sanitation and safety.
• Maintains records and reports as required by supervisor.
• Understands, follows and gives oral and written directions.
• Ensures cash drawer is in balance.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

SKILLS AND KNOWLEDGE
• Demonstrates enthusiasm and commitment toward the job and the mission of the company; supports the company’s values in the strategic areas of academic excellence, operational performance, superior culture and financial health and growth, as outlined in the Employee Handbook.
• Time management – prioritizing, organizing.
• Communication – oral, written, listening.
• Proper food handling procedures.
• Understands and practices safety and sanitation.
JOBS REQUIREMENTS

- High school diploma or the equivalent required.
- Two years (2) experience in food service preferred.
- Knowledge of computer, cash register and/or food processing machinery as related to specific job functions preferred.
- Successful results of criminal and employment background check.
- Commitment to company values.
- Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.

WORK ENVIRONMENT

While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:

- Room temperature may be warm when the ovens are working.
- May be noisy during meals due to heavy student traffic.

PHYSICAL DEMANDS

- Stands for long lengths of time.
- Lifts up to 40 pounds.
- Stocks deliveries and keeps the area free of obstacles.
- Sweeps floors.
- Ability to break down boxes and carry trash to dumpster.

TERMS OF EMPLOYMENT

Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.

FLSA OVERTIME CATEGORY

Job is exempt from the overtime provisions of the FLSA.

EVALUATION

Performance will be evaluated in accordance with CSUSA’s policy.

DECLARATION

The CSUSA Human Resources Department retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: BEFORE/AFTER CARE DIRECTOR
Reports to: Principal
Employed by: CSUSA

JOB PURPOSE
Responsible for overseeing the maintenance of an orderly, safe and pleasant atmosphere in the cafeteria, on the playground and in other designated locations by helping and supervising staff and students during authorized before or after school programs in accordance with CSUSA policy and established school procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Oversees Day-to-Day Operations of Before and After Care Program
- Oversees registration of students into program.
- Monitors staff and students.
- Oversees proper student sign-in and dismissal procedures for Before Care.
- Oversees proper student check-in and dismissal procedures for After Care.
- Observes who enters and leaves child care area.
- Oversees and/or assists students with homework.
- Oversees and/or passes out snacks.
- Oversees and/or plays with students on playground.
- Coordinates field trips.

Ensures Proper Infrastructure of Before and After Care Program
- Ensures background check work references have been conducted on staff.
- Organizes and plans for age specific craft/entertainment programs.
- Purchases crafts and snacks.
- Organizes and plans for Spring/Summer Camp Programs if applicable.
- Submits reports and maintain records.

Oversees Finances of Before and After Care Program
- Plans budget in coordination with Business Administrator/Site Coordinator or Regional Business Administrator.
- Ensures compliance to budget.
- Receives and handles money in accordance with CSUSA guidelines.
- Oversees collection of A/R and NSF checks.
- Maintains accurate financial records.
- Maintains up-to-date data base of customers.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.
SKILLS AND KNOWLEDGE

- Demonstrates the ability to lead people and get results through others.
- Has the ability to consistently be at work, to arrive on time, to follow instructions, to respond to management direction and solicit feedback to improve performance.
- Establishes excellent interpersonal skills between all constituents: being courteous, professional and helpful; demonstrates high level of interpersonal skills to handle sensitive and confidential situations. Position continually requires demonstrated poise, tact and diplomacy.
- Demonstrates excellent oral (including presentations), written and interpersonal (active listening) skills and ability to negotiating and influencing; great phone etiquette.
- Is proactive and takes initiative. Thinks creatively. Drives projects to completion. Insists on the highest level of quality.
- Works and interacts with staff and relates to individuals at all levels of the organization. As unique situations present themselves, the incumbent must be sensitive to corporate needs, employee goodwill and the public image.
- Possesses strong customer and student orientation.
- Has the ability to work with large amounts of data, to research and interpret records, to detect errors and make the necessary corrections.
- Looks for ways to improve and promote quality and demonstrates accuracy and thoroughness. Strives to implement best practices.
- Has the ability to be courteous and professional when dealing with parents, children and other co-workers.
- Possesses strong supervisory skills.

JOB REQUIREMENTS

- High school diploma required; higher education credential preferred.
- Three years of experience in childcare management.
- Special certifications, i.e. CPR training, preferred.
- Computer literacy; proficient with Microsoft Office (Word, Excel, PowerPoint) and SIS. Knowledge of QuickBooks preferred.
- Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.
- Successful results of criminal and employment background check.

WORK ENVIRONMENT

While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:

- Usual office working conditions.

PHYSICAL DEMANDS

- Frequent reaching and stretching to pass out snacks.
- Frequent bending and flexing of arms and legs to play active games with children.
- Light work: exerting up to 40 pounds of force occasionally (ice coolers), and/or up to 20 pounds of force as frequently as needed to move objects.
TERMS OF EMPLOYMENT
Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.

FLSA OVERTIME CATEGORY
Job is exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA’s policy.

DECLARATION
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
Position Title: BEFORE/AFTER CARE WORKER
Reports to: Principal
Employed by: CSUSA

JOB PURPOSE
Responsible for assisting in maintenance of an orderly, safe and pleasant atmosphere in the cafeteria, on the playground and in other designated locations by helping and supervising students during authorized before or after school programs in accordance with CSUSA policy and established school procedures.

ESSENTIAL DUTIES AND RESPONSIBILITIES
• This position is one that is in the public eye and Before/After Care Workers must always reflect a professional manner as well as provide excellent customer service.
• Candidates must be able to resolve conflicts with children and parents, possess the ability to be firm but friendly, and must be able to be courteous and professional when dealing with parents, children and other co-workers. Before/After Care Workers report to the Before/After Care Director and to the Principal.
• Follows proper student sign-in and dismissal procedures for Before Care.
• Follows proper student check-in and dismissal procedures for After Care.
• Monitors students.
• Observes who enters and leaves child care area.
• Assists students with homework.
• Passes out snacks.
• Plays with students on playground.
• Tutors and assists students with homework.
• Resolves conflicts with children and parents.

**MAY PERFORM OTHER DUTIES AS ASSIGNED**

DISCLAIMER
The above statements are intended to describe the general nature and level of work being performed. They are not intended to be an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

JOB REQUIREMENTS
• High school diploma required; higher education credential preferred.
• Previous experience as daycare assistant or summer camp counselor, preferred.
• Must like children.
• Commitment to company values.
• Such alternatives to the above requirements as CSUSA may find appropriate and acceptable.
• Successful results of criminal and employment background check.
WORK ENVIRONMENT
While performing the responsibilities of this position, the work environment characteristics listed below are representative of the environment the employee will encounter:

- Usual office working conditions.

PHYSICAL DEMANDS

- Frequent reaching and stretching to pass out snacks.
- Frequent bending and flexing of arms and legs to play active games with children.
- Light work: exerting up to 40 pounds of force occasionally (ice coolers), and/or up to 20 pounds of force as frequently as needed to move objects.

TERMS OF EMPLOYMENT
Salary and benefits shall be paid consistent with CSUSA salary and benefit policy. Length of the work year and hours of employment shall be those established by CSUSA.

FLSA OVERTIME CATEGORY
Job is exempt from the overtime provisions of the FLSA.

EVALUATION
Performance will be evaluated in accordance with CSUSA’s policy.

DECLARATION
The CSUSA Human Resources Department retains the sole right and discretion to make changes to this job description. Any employee making changes unauthorized by the Human Resources Department will be subject to disciplinary action up to and including termination.
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. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

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

Section 6.5. Methods of Accountability. 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. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. 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 revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 3/26/2012

Board President/Vice President Signature

Secretary’s Certification:

I certify that the foregoing resolution was duly adopted by the Success Mi School Board of Directors at a properly noticed open meeting held on the 26 day of March, 2012, at which a quorum was present.

Board Secretary
SCHEDULE 7-5

ACADEMY’S ADMISSION POLICIES AND CRITERIA
Michigan Enrollment Policy

Overview
The Academy is committed to enrolling a diverse student population and shall abide by the provisions in the MCL 380.504(2) that forbid discrimination on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a school district.

The Academy shall enroll an eligible student who submits a timely application unless the number of applications exceeds the capacity of a program, class, grade level or building. In such cases, all applicants shall have an equal chance of being admitted through a random selection process. In accordance with MCL 380.504(3), charter school may give enrollment preference to the populations denoted in the Enrollment Rules, Process, and Procedures, according to Michigan law.

The Academy is committed to enrolling a diverse student population. The Academy will endeavor to achieve racial/ethnic balance through its comprehensive marketing plan, which will focus on recruiting students in a manner consistent with the racial/ethnic balance of the community it serves or within the racial/ethnic range of other public schools in the same District. This effort will include marketing to underrepresented populations with direct mail, community postings, public service announcements, and the availability of bilingual staff.
Enrollment Rules, Process, and Procedures

Rules: General

1. For the purposes of the following rules, the following terms are defined as follows:
   a. All references to dates are defined to mean the 5 PM on the date indicated.
   b. Lottery refers to the selection of applicant names by a random method such as a system generated process or the blind drawing of individual names from a container in sequence until all names in the container have been exhausted.
2. All applicants (students not already attending school, including siblings of those already attending) participate in the lottery irrespective of preference status.
3. Only applications received prior to the close of the Open Enrollment window are eligible to participate in the lottery.
4. All applicants offered a seat shall be required to affirmatively respond to an offer for acceptance within the designated time. Those not responding (excludes declines) will be moved to a pool for the subsequent lottery.
5. A lottery shall be conducted by the school to include all grades in which the number of applicants exceeds the number of expected seats available.
   A. If the number of applicants is less than the number of seats anticipated to be available, no lottery shall be conducted for that grade. However, the computer system shall assign each applicant a random number. In the event the number of available seats for a grade level in which a lottery was not conducted is less than the number anticipated at the close of the initial enrollment data, ALL offers shall be rescinded and applicants shall be offered admission based upon the system assigned numbers.
   B. Siblings of applicants in another grade who are offered and have accepted admission based upon the preference established by the rescinded offer SHALL maintain the seat accepted and the sibling whose offer has been rescinded shall be considered to have a preference of an applicant with a sibling attending for the same academic year.
6. ALL offers of enrollment shall be made in the order of the lottery results.

Rules: Preferences

1. All preference categories shall be published prior to the lottery being conducted.
2. All applicants entitled to receive a placement preference shall be identified PRIOR to the lottery.
3. Preference status entitles an applicant to be offered an available seat ahead of applicants without a preference status.
4. All preferences shall comply with MCL 380.504(4). Enrollment priority will be given to the following populations:
   A. Applicant sibling of an attending student who was enrolled to the school in a previous year.
   B. Applicant child of: teachers, principal, and teacher’s assistants employed at the school.
Process:
Applications will be made available online through our Student Information System, accessible on the school website, and in paper form at local distribution sites. Charter Schools USA’s proprietary Student Information System accepts student applications and monitors the number of applications submitted for each grade. Student Information System is the only system designed specifically to meet the unique needs of charter school’s application management needs. Student Information System manages all aspects of the enrollment process including: online applications, application verification, sibling applicant record linking, admission preference management, manual and computerized lottery options, wait-list management, data exports (mail merges), and statistical reporting.

Upon submission of an application, the information is reviewed for eligibility of attendance. Proof of residence and age requirements are verified. At each phase of the admission process the appropriate correspondence will be generated and communicated to each applicant. The data will be monitored and reports created to determine the need for a lottery, waitlists, and letters of acceptance. If, at the end of the Open Enrollment period, there is an over subscription for any grade level a lottery will be conducted.

All accepted applicants will be provided with access to registration requirements, via the Student Information System (SIS). Documentation required by the Academy is collected for review and verification once students have been accepted for enrollment. The following items are generally required for all accepted students:

- Authorization for request of cumulative folder
- Proof of residence
- Social security card (optional)
- Birth certificate or other satisfactory evidence of date of birth
- Report card and/or transcript
- Current immunization records and medical history
- When appropriate, IEP, ESL, literacy folder, and any conduct/discipline actions documentation

Procedure:
Once all current students are registered and classes have been assigned, class size will determine the need for subsequent marketing efforts. Communication with prospective students is generated as appropriate, and applications are collected on an ongoing basis and maintained on a waiting list.

At the beginning of each yearly enrollment period, the number of open seats available to new applicants in each grade will be determined by the number of students who confirm continued enrollment subtracted from the overall grade level capacity. Students are able to reserve their seat for the next school year by confirming with the school that they interested in “recommitting”. If a student does not confirm with the school their plans to
“recommit” during the specified window of time, their seat will become “open” and eligible for offer to a new applicant.

New applications will be collected each year during an Open Enrollment period and continuously to maintain capacity in each grade level. All applications will be date/time stamped as they are received and filed by grade level. After the close of Open Enrollment, a lottery will be conducted if necessary. All applications received after the Open Enrollment period will be placed at the bottom of the waiting list for that particular grade level in the order in which they are received. If an applicant is placed on the waiting list and does not receive an offer for the current academic year, they must submit a new application during Open Enrollment for the next academic year, if they are still interested in the school.

Each applicant selected through the lottery process will receive an offer letter, containing a confirmation code specific only to that applicant. This confirmation code is linked to the applicant’s file in SIS (Student Information System), which makes tracking and confirming each applicant plans for attendance expedient for the enrollment staff. An applicant will have one week (7 calendar days) from the date that the offer was made to respond to the offer letter via the internet or mail. The applicant will have the opportunity to confirm plans for attendance at the school by either accepting or declining the offer. If the applicant fails to respond to the letter within the 7-day period, in either the affirmative or the negative, the offered seat will be rescinded and offered to the next applicant on the waiting list.

Should the applicant respond by acceptance of the offered seat, the applicant will receive a confirmation email within 24-48 hours of the response. The email will contain instructions for completing the enrollment and registration process. Dating from the day of the applicant’s acceptance, the applicant will have two weeks (14 days) to complete and submit several items of the required registration paperwork. If these specified registration items are not submitted within the two-week window, the applicant will lose the seat. The registration items required to secure an applicant’s seat can all be electronically signed online through SIS, and include:

- Dress Code Agreement
- Internet Use & Promotion Form
- Parent Agreement
- Photograph & Video Release Permission Form
- Volunteer Form

**Student Information System (SIS) Based Lottery Process:**

1. Enrollment office will verify the applicants eligible to participate in the lottery.
2. Enrollment office will determine the grade levels that are over subscribed with applications and therefore require a lottery.
3. Enrollment office will conduct the lottery process.
4. The lottery results module of the Student Information System will highlight the students selected at random who are eligible for "offer" letters, including any applicants who are entitled to an “offer” letter due to enrollment preference by operation of law.

5. “Offer Letters” will be generated for students in rank order of selection through the lottery process, and will require an acceptance within seven (7) days in order to secure a seat in the school.

6. The remaining students will move to a waitlist based on their respective lottery number. Applications received after the close of the enrollment period will be placed on the waitlist in the order in which they are received (according to date, time, and preference).
SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE
2013-14 School Year Calendar

Aug. 12 – 30  New Teacher Induction
August 9     Summit

September 3  First Day for Students (Half Day)
September 4  First Full Day for Students
September 9  Late Start Mondays Begin
October 2    Official Membership Count Day
October 8 - 25 Grades 3-9 MEAP Testing
November 1   Half Day (All Students)
November 2   End 1st Nine Weeks

November 3   Begin 2nd Nine Weeks
November 5   Teacher Professional Development Day/ Student Holiday
November 18  Evening Parent Teacher Conferences
November 19  Half Day (All Students)
November 27-29 Schools Closed
December 20  Half Day (All Students)
Dec. 23 – Jan. 3 Schools Closed
January 6    Classes Resume
January 17   Half Day (All Students)
January 18   End 2nd Nine Weeks

January 19   Begin 3rd Nine Weeks
January 20   Schools Closed
February 12  Supplemental Count Day
February 17 – 21 Schools Closed
March 13     Half Day (All Students)
March 14     Half Day (Elementary Students)
March 14     Evening Parent Teacher Conferences
March 26     Half Day (All Students)
March 27     Half Day (All Students)
March 28     End 3rd Nine Weeks
March 28 - April 4 Schools Closed

April 7      Begin 4th Nine Weeks
May 23       Half Day (All Students)
May 26       Schools Closed
June 13      Last Day for Students (Half Day)

Last modified: April 19, 2013
SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED
Schedule 7-7: Age/Grade Range of Pupils Enrolled The Academy is authorized to operate Kindergarten through Eighth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

The Academy is authorized to operate Kindergarten through Eighth grade(s). Kindergarten applicants must meet the age requirements set forth in Michigan law. For the 2013-14 academic year, Kindergarten applicants must have reached 5 years of age on or before November 1st.

According to 388.1705(7) of the State of School Aid Act of 1979, "a nonresident applicant residing within the same intermediate district shall not be granted or refused enrollment based on age, except that a district may refuse to admit a nonresident applicant applying for a program that is not appropriate for the age of the applicant".
SCHEDULE 7-8

ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE
Physical Plant Description

Success Mile Charter Academy will be located at 27300 Dequindre Road in Warren, Michigan. This parcel of land is approximately 8.89 acres. The building will be approximately 102,000 square feet and will include approximately 49 classrooms, 2 general use restrooms, 6 restrooms that will service 12 kindergarten and first-grade classrooms, a gym, and a multi-purpose room. It will also include space for computer labs, science labs, art rooms, and music rooms. There will be multiple areas for administrative/office and teacher planning space. The building will have an adjacent outdoor play area for younger children and large parking lot.
LEASE AGREEMENT

by and between

RED APPLE AT WARREN, LLC

as LANDLORD

And

SUCCESS MILE ACADEMY

as TENANT

Property Address:

27300 Dequindre, Warren, Michigan
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of this ___ day of April, 2013 (the "Effective Date") by and between RED APPLE AT WARREN, LLC, a Florida limited liability company ("Landlord") whose mailing address is 6245 N. Federal Highway, 5th Floor, Fort Lauderdale, Florida 33308 and SUCCESS MILE ACADEMY, a Michigan Governmental Entity ("Tenant") whose mailing address is c/o Kurmmell Knox, 26816 Oakland Street, Roseville, Michigan 48066.

WITNESSETH:

WHEREAS, Landlord is the fee owner of a certain parcel of real property as more specifically described in Exhibit "A" attached hereto and by this reference made a part hereof, including without limitation, all rights, powers, licenses, easements, rights-of-way, privileges, hereditaments and franchises now or hereafter pertaining thereto (collectively, the "Premises"), along with all of the buildings and improvements located thereon and including all furniture, fixtures, machinery and equipment relating thereto;

WHEREAS, Tenant desires to operate a charter school on the Premises; and

WHEREAS, Tenant has determined and hereby determines that it is in the best interests of Tenant to lease from the Landlord the entire Premises consistent with the terms of this Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants of the respective parties herein contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Except as otherwise defined herein, capitalized terms shall have the meanings specified below unless the context clearly requires otherwise:

1. "Additional Rent" means the amounts payable by the Tenant pursuant to Article IV of this Lease during the Term.

2. "Base Rent" means the amounts payable by the Tenant pursuant to Article IV of this Lease during the Term.

3. "Buildings" means all buildings and other structures now existing or later constructed on the Premises and includes, without limitation, the charter school facilities located on the Premises as of the date of this Lease.

4. "Equipment" means all furniture, machinery, fixtures and equipment now owned or hereafter acquired by Landlord for use at any portion of the Premises, and the products and proceeds of the same, including without limitation all items of personal property and fixtures used or usable in connection with the Buildings, and any item of furniture, machinery, fixtures, equipment or other personal property or fixtures acquired in substitution or replacement thereof.
5. "Leased Property" means (a) the Premises, (b) the Equipment, (c) the Buildings and any other buildings, fixtures and other improvements located on the Premises, and (d) any additions or alterations thereto which are permitted herein.


**ARTICLE II**

**DEMISING CLAUSE**

Landlord hereby demises and leases the Leased Property to Tenant and Tenant hereby leases the Leased Property from Landlord, in accordance with the provisions of this Lease, to have and to hold for the Term.

**ARTICLE III**

**TERM, SURRENDER**

7. **Commencement of Lease Term.** The term of this Lease (the "Term") shall commence on the Effective Date (the "Commencement Date"), for a term of twenty (20) years with four (4) additional five (5) year options to extend the Lease.

8. **Termination of Term.** The Term shall terminate upon the earliest of any of the following events:

   a. The occurrence of an Event of Default and termination of the Term by Landlord under Article XII of this Lease;

   b. The termination or cancellation of the Charter School Contract between Tenant and the Grand Valley State University Board of Trustees (the "Authorizer"); or

   c. The end of the Term.

Notwithstanding the above or anything herein to the contrary, upon the closing of a loan the proceeds of which are used to finance or refinance, among other things, the acquisition of and/or improvements at the Premises, the parties agree to terminate this Lease and execute and deliver a long-term Lease Agreement for the Premises (the "Replacement Lease"), which Replacement Lease shall provide for, among other things, an annual Base Rent in an amount equal to the greater of (i) $1,000 per student enrolled at the charter school operating on the Premises, or (ii) Landlord’s debt service for such loan, plus ten percent (10%). The maximum rent shall not exceed the maximum amount allowed by law under the State School Aid Act (MCL 388.1601 et. seq.). The term of the Replacement Lease shall commence as of the date of termination of this Lease.

9. **End of Term.** Upon the expiration or earlier termination of the Term, Tenant shall surrender the Leased Property in the same order and condition in which it was in on the Commencement Date, ordinary wear and tear excepted. All improvements to the Premises made by either party shall remain upon and be surrenedered with the Premises as a part thereof except that Tenant shall have the right to remove all of Tenant’s movable furniture, furnishings and equipment and any of such property deemed by law to be the property of the School Board. All damage and injury to the Premises caused by such removal shall be repaired by Tenant at Tenant’s sole expense.

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10. **Holdover Rent.** Landlord and Tenant recognize that the damage to Landlord resulting from any failure by Tenant to timely surrender possession of the Leased Property may be substantial, may exceed the amount of the Base Rent theretofore payable hereunder, and will be impossible to accurately measure. Tenant therefore agrees that if possession of any portion of the Premises is not surrendered to Landlord on or before the expiration or earlier termination of the Term or at such time mutually agreed upon by the parties, in addition to any other rights or remedies Landlord may have hereunder or at law, Tenant shall pay to Landlord for each month (or any portion thereof) during which Tenant holds over in the Premises after the expiration or sooner termination of the Term a sum equal to one and one half times the Base Rent payable under this Lease for that portion of the Premises for the last full calendar month of the Term. No holding-over by Tenant or the payment to Landlord of the amounts specified above shall operate to extend the Term with respect to any portion of the Premises. All of Tenant’s obligations under this Section shall survive the expiration or earlier termination of the Term.

**ARTICLE IV**

**RENT**

11. **Base Rent and Additional Rent.** Tenant covenants and agrees to pay to Landlord during the Term, commencing on August 1, 2013 (the “Rent Commencement Date”) (a) an annual rental (the "Base Rent") in the amount set forth in Exhibit "B" attached hereto, in the manner herein provided, payable in equal monthly installments on the first day of each calendar month, plus (b) any sum other than Base Rent that Tenant shall become obligated to Landlord for under this Lease (the "Additional Rent"), payable by Tenant simultaneously with the next succeeding monthly installment of Base Rent or at such other time as may be expressly provided in this Lease for the payment of the same.

12. **Payments.** (a) The Base Rent shall be payable in advance. (b) If the Rent Commencement Date is not the first day of a month, then the monthly Base Rent for the first and last month of the Term shall be prorated accordingly. (c) All Base Rent and Additional Rent payable by Tenant shall be made without defense, counterclaim or set-off by reason of any dispute between the Tenant and the Landlord, or for any other reason whatsoever (any such defenses or rights to set-off being absolutely waived by the parties hereto). (d) Base Rent and Additional Rent due under this Lease shall be absolutely net to the Landlord, and the Landlord shall be under no obligation to operate, maintain, replace or improve the Leased Property or pay the cost there of from such Base Rent or Additional Rent, except as otherwise herein provided, but shall be entitled to receive the Base Rent and Additional Rent hereunder on an absolutely net basis, and such Base Rent and Additional Rent shall not be subject to abatement.

13. **Interest.** If Tenant shall fail to pay any installment of Base Rent or Additional Rent when due, interest shall accrue on such installment as a late charge from the date such installment or payment became due until the date paid at the highest interest rate permitted by applicable law.

14. **Taxes and Assessments.** Tenant covenants and agrees to pay and discharge, when due and payable, (a) all personal property taxes, real estate taxes, assessments, sewer and water rents, rates and charges and other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen, which may be assessed, levied or imposed upon all or any part of the Leased Property, and (b) any sales or excise tax now or hereafter levied or assessed upon or against Tenant’s or Landlord’s interest in the Base Rent and Additional Rent. Should the appropriate taxing authority require that any of the
foregoing be collected by Landlord for or on behalf of such taxing authority, then the same shall be paid by Tenant to Landlord as Additional Rent in accordance with the terms of any written notice from Landlord to Tenant to such effect.

15. **Limitations of Law.** Notwithstanding anything stated herein Tenant shall not be obligated to pay rent in excess of the maximum amount allowed by law under the State School Aid Act (MCL 388.1601 et. seq.).

**ARTICLE V**

**USE AND MAINTENANCE OF LEASED PROPERTY**

16. **Use of Leased Property.** The Leased Property is to be used and occupied solely for the purpose of operating a charter school therefrom and for no other uses. Notwithstanding the foregoing, Tenant shall not use the Leased Property for any unlawful purpose nor shall Tenant do or permit any act or thing at the Leased Property which would constitute a public or private nuisance or waste.

17. **Delivery of Leased Property.** Tenant has inspected all portions of the Leased Property and agrees (a) to accept possession of the Leased Property in the “as is” condition existing on the Commencement Date, (b) that neither Landlord nor Landlord’s agents have made any representations or warranties with respect to the Leased Property except as expressly set forth herein, and (c) Landlord has no obligation to perform any work, supply any materials, incur any expense or make any improvements to the Premises to prepare the Premises for Tenant’s occupancy. Tenant’s occupancy of any portion of the Premises shall be conclusive evidence, as against Tenant, that Tenant has accepted possession of all portions of the Leased Property in its then current condition and that all portions of the Leased Property were in a good and satisfactory condition at the time such possession was taken. The floor plan for the Premises and school construction specifications are at Exhibit “C”.

18. **Maintenance and Repair.** Tenant, and not Landlord, shall maintain and repair the entire Leased Property, at Tenant’s sole expense, in good repair and condition and shall keep the entire Leased Property in a clean and sanitary condition. All maintenance and repairs under this Section shall be made promptly as and when necessary and shall be of a quality and class at least equal to the original work. If Tenant fails to proceed with due diligence to make any repairs to the Leased Property, Landlord, upon meeting each of the following conditions, may make such repairs and all costs and expenses incurred by Landlord on account thereof shall be paid by Tenant upon Landlord’s demand: (a) Landlord has provided Tenant with written notice to Tenant identifying the maintenance and/or repairs required to be undertaken by Tenant, (b) the maintenance or repairs identified by the Landlord in the notice are required under the terms of this Lease, (c) Tenant fails to commence the required maintenance or repairs within thirty (30) days after Tenant’s receipt of the Landlord’s written notice (or such reasonable time as is appropriate under the circumstances).

19. **Cleaning; Refuse and Rubbish Removal.** Tenant, at Tenant's sole cost and expense, shall (a) keep all of the Leased Property in a clean condition, (b) cause the Premises and the Buildings to be exterminated with such frequency and in such manner as to prevent the existence of vermin or other infestation, and (c) cause Tenant’s garbage and other refuse to be removed from the Premises in a timely manner and, until removed, kept in a neat and orderly condition.
20. **Landlord’s Right of Access.** Landlord and any other party designated by Landlord shall have the right to enter the properties that comprise the Premises at all reasonable times (a) to examine the Leased Property, (b) to show all or any portion of the Premises to prospective purchasers and mortgagees and (c) to make such repairs, alterations or additions to all or any portion of the Leased Property (i) as Landlord may deem necessary or appropriate or (ii) which Landlord may elect to perform following Tenant’s failure to perform. Notwithstanding the provisions of this Section, whenever, pursuant to the terms of this Lease, Landlord is permitted or obligated to enter the Leased Property, whether for the purpose of making repairs, exhibiting the same to prospective purchasers, tenants, or for any other purpose, such entry shall be on the following terms and conditions: (a) upon at least three (3) business days prior written notice to Tenant (except in an emergency), (b) during regular business hours, and (c) in such a manner so as to minimize interference with the conduct of Tenant’s business; provided, that Tenant shall have the right to reschedule the visit to a reasonable time if the visit would interfere with Tenant’s business.

21. **Compliance with Law.** Tenant agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Tenant with respect to its use of the Leased Property or the occupancy of all of the portions of the Leased Property (collectively, the **Legal Requirements**). Landlord shall comply with and shall not cause the Leased Property or any portions thereof to violate any Legal Requirements.

**ARTICLE VI**

**ALTERATIONS AND IMPROVEMENTS**

22. **Equipment and Furnishings.** Tenant shall be permitted to install personal property and equipment on and in the Leased Property but not to place liens thereon. Such personal property and equipment shall remain the property of Tenant after expiration of this Lease.

23. **Improvements.** Tenant will not make any alteration, addition or improvements (collectively **Alterations**) in or to any portion of the interior or exterior of the Leased Property without first obtaining the prior written consent of Landlord. Tenant shall cause all Alterations permitted by Landlord to conform to all Legal Requirements. Notwithstanding the foregoing, Tenant shall be permitted to make Alterations to the Leased Property that does not affect the structural integrity of the Buildings without the consent of the Landlord.

24. **No Liens Created by Tenant.** Tenant shall not allow any of the Leased Property to become subject to any security interest, lien, charge or encumbrance whatsoever except as expressly provided herein. If Tenant allows or causes any mechanic’s lien, materialman’s lien or other lien to be placed against any portion of the Leased Property, Tenant shall have thirty (30) days after notice thereof to remove same or post a bond in the amount required by law.

25. **Quiet Enjoyment.** Landlord covenants and warrants that Tenant, upon paying the Base Rent and Additional Rent and all other amounts due hereunder and performing and observing the covenants herein contained on Tenant’s part to be performed and observed, shall and will peacefully and quietly have, hold and enjoy the Leased Property for the Term and any extensions thereof, subject to the terms and conditions of this Lease.
ARTICLE VII
DESTRUCTION AND CONDEMNATION

26. Destruction of Leased Property. If any of the Buildings are totally or partially damaged or destroyed from any cause, excluding intentional acts or gross negligence Landlord, Tenant shall give prompt notice to Landlord, and the damage shall be repaired by Tenant, at its expense but through the use of any proceeds from policies of insurance maintained by Tenant, to substantially the condition that existed prior to the damage. The Base Rent and the Additional Rent shall not be abated in whole or in part during any period of repair or restoration. Notwithstanding the foregoing, if any of the Buildings are totally damaged or are rendered wholly untenantable, or if any of the Buildings are so damaged that, in Landlord’s opinion, substantial alteration, demolition, or reconstruction is required, then in either of such events Landlord may, not later than sixty (60) days following the date of the damage, give Tenant a notice terminating this Lease with respect to the Leased Property upon which such of the Buildings is located. If this Lease is so terminated, (a) the Term with respect to such portion of the Leased Property shall expire upon the date set forth in Landlord’s notice, which shall not be less than thirty (30) days after such notice is given, and Tenant shall vacate such portion of the Leased Property and surrender the same to Landlord no later than the date set forth in the notice, (b) Tenant’s liability for Base Rent and Additional Rent shall cease as of the date of the damage with respect to such portion of the Leased Property, (c) any prepaid Base Rent with respect to such portion of the Leased Property for any period after the date of the damage shall be refunded by Landlord to Tenant, (d) all proceeds of policies of insurances maintained by Tenant with respect to such portion of the Leased Property shall become the property of Landlord, and (e) this Lease shall remain in effect and unchanged with respect to the remainder of the Leased Property and the Leased Property associated therewith. Additionally, in the event that any of the Buildings are totally or partially destroyed or condemned within the last one (1) month of the then current Term, then Tenant shall have the right, at its sole discretion, to deliver to Landlord any insurance proceeds received by or payable to Tenant with respect thereto and terminate this Lease with respect to such portion of the Leased Property. In such event, the Lease shall be terminated with respect to such portion of the Leased Property as of the date the insurance proceeds are delivered to Landlord.

27. Eminent Domain. In the event any of the properties that make up the Leased Property are totally condemned by any political body having the power of eminent domain, this Lease shall terminate with respect to such property on the date of vesting of title in such proceedings, the entire proceeds from such condemnation award shall become the property of Landlord without deduction, and the Base Rent shall be prorated and adjusted as of such date. In the event any of the properties that make up the Leased Property are partially condemned by any political body having the power of eminent domain, the entire proceeds from such condemnation award, exclusive of any award to the Tenant for the value of Tenant’s leasehold interest lost as a result of the condemnation, shall be allocated to Landlord without deduction and the Base Rent shall be reduced by the same percentage as the percentage of space lost to Tenant. Tenant shall have no claim against the Landlord for Tenant’s loss of its leasehold interest as a result of the condemnation and Tenant’s claim shall be solely against the political body exercising its power of eminent domain.

28. Cooperation of Landlord. Landlord and Tenant shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy maintained by Tenant and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof. In no event shall Tenant voluntarily settle, or
consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or action relating to any construction contract for any portion of the Leased Property without the written consent of Landlord.

ARTICLE VIII
UTILITIES

29. Tenant shall place in its name and shall pay or cause to be paid all charges for gas, electricity, light, heat, power, water, sewer, telephone, cable, trash collection and all other utility services used, rendered or supplied to or in connection with the Leased Property during the Term and any extensions thereof. Landlord shall not be liable in any way to Tenant for any failure, defect or interruption of, or change in the supply, character and/or quantity of any utility service furnished to the Leased Property for any reason except if attributable to the gross negligence or willful misconduct of Landlord, nor shall there be any allowance to Tenant for a diminution of rental value, nor shall the same constitute an actual or constructive eviction of Tenant, in whole or in part, or relieve Tenant from any of its Lease obligations.

ARTICLE IX
INSURANCE

30. Tenant’s Insurance. Throughout the Term, Tenant, at its expense, shall obtain and keep in full force and effect, and to the extent available at commercially reasonable rates:

a. a policy of commercial general liability insurance on an occurrence basis against claims for personal injury, death and/or property damage occurring in or about the Leased Property under which Tenant is named as the insured and Landlord, the manager and any other parties whose names shall have been furnished by Landlord to Tenant from time to time are named as additional insureds, which insurance shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Landlord, and Tenant agrees to obtain blanket broad-form contractual liability coverage to insure its indemnity obligations set forth in this Lease. The minimum limits of liability applying exclusively to the Leased Property shall be a combined single limit with respect to each occurrence and in the aggregate in an amount of not less than $2,000,000; provided, however, that Landlord shall retain the right to require Tenant to increase such coverage, from time to time, to that amount of insurance which in Landlord’s reasonable judgment is then being customarily required by landlords for similar properties.

b. insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of “all risk” property insurance policies with extended coverage, insuring the entire Leased Property and all of Tenant’s property located therein for the full insurable value thereof or replacement cost v value thereof, having a deductible amount, if any, not in excess of $25,000;

c. workers’ compensation insurance, as required by law; and

d. such other insurance in such amounts as Landlord or any mortgagee of Landlord may reasonably require from time to time.
31. **Insurance Requirements.** All insurance required to be carried by Tenant pursuant to the terms of this Lease (a) shall contain a provision that (i) the policy shall be non-cancellable and/or no material change in coverage shall be made thereto unless Landlord shall have received thirty (30) days prior notice of the same, by certified mail, return receipt requested, and (ii) Tenant shall be solely responsible for the payment of all premiums under such policies and Landlord shall have no obligation for the payment thereof, and (b) shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of Michigan and rated in Best’s Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having an AM Best’s Rating of “A-” and a “Financial Size Category” of at least “VII” or, if such ratings are not then in effect or reasonably available, the equivalent thereof or such other reasonable and available financial rating as the parties may at any time mutually consider appropriate.

32. **Delivery of Policies.** On or prior to the Commencement Date, Tenant shall deliver to Landlord appropriate policies of insurance required to be carried by Tenant pursuant to this Article. Evidence of each renewal or replacement of a policy shall be delivered by Tenant to Landlord at least ten (10) days prior to the expiration of such policy.

**ARTICLE X**

**ATTORNEYMENT AND SUBORDINATION**

33. **Attornment.** Tenant shall, if requested by any mortgagee of all or any portion of the Premises at any time, or in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Property or any portion thereof, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease. The provisions of this Section shall be self-operative and require no further instruments to give effect hereto; provided, however, that Tenant shall promptly execute and deliver any instrument that such successor landlord may reasonably request (a) evidencing such attornment, (b) setting forth the terms and conditions of Tenant’s tenancy, and (c) containing such other terms and conditions as may be required by such purchaser, provided such terms and conditions do not materially increase Tenant’s obligations or materially and adversely affect the rights of Tenant under this Lease. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant upon all of the terms, conditions and covenants set forth in this Lease except that such successor landlord shall not be (a) liable for any previous act or omission of Landlord under this Lease except to the extent such act or omission is a default under this Lease and continues beyond the date when such successor landlord succeeds to Landlord’s interest; or (b) subject to any credit, demand, claim, counterclaim, offset or defense which theretofore accrued to Tenant against Landlord.

34. **Subordination.** Landlord and Tenant agree that this Lease is junior, subordinate and subject in right, priority and all other respects to the interests of any mortgage now or hereafter in force and effect upon or encumbering any portion of the Premises, and to all future modifications, extensions, and replacements of any such mortgage, and upon recording any of such mortgage, the same shall be deemed to be prior in dignity, lien and encumbrance of this Lease irrespective of the dates of execution, delivery or recordation of any such mortgage or mortgages. The foregoing subordination provisions of this Section shall be automatic and self-operative without the necessity of the execution of any further instrument or agreement of subordination on the part of Tenant.
ARTICLE XI
ENVIRONMENTAL

35. Maintenance of Premises. Tenant, at Tenant’s expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of Tenant, to be in violation of, any federal, state, county and municipal laws, ordinances, or regulations including, without limitation, those relating to Hazardous Materials, air and water quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to the environmental conditions on, under, or about the Leased Property, including, but not limited to, soil and groundwater conditions ("Environmental Laws").

36. Use of Hazardous Materials. Tenant shall not, in violation of any Environmental Laws, use, generate, manufacture, store, or dispose of, on, under, or about the Leased Property or transport to or from the Leased Property any flammable explosives, radioactive materials, including, without limitation, any substances defined as, or included in the definition of, “hazardous substances”, “hazardous wastes”, or “hazardous materials” under any applicable Environmental Laws ("Hazardous Materials").

37. Environmental Liens. Tenant shall not create or suffer to exist with respect to the Leased Property, or permit any of its agents to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(f)) or any similar Environmental Law.

38. Responsibility. Tenant shall be solely responsible for, and shall indemnify and hold harmless Landlord, its partners, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Tenant’s use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or about the Leased Property. The foregoing indemnity shall survive the termination or expiration of this Lease.

39. Landlord's Environmental Reports.

   a. To the best of Landlord's knowledge (other than as disclosed in the Environmental Site Assessment (as defined herein), no Hazardous Substance has been released, discharged or disposed of on, under or about the Premises, the Building or the Property.

   b. Landlord has delivered to Tenant a copy of any existing Phase I or II ESA’s for the Premises in its possession. Tenant may update existing or conduct a new Phase I or II Environmental Site Assessment (collectively, “ESA”) on the Premises and Landlord will cooperate with Tenant in obtaining a reliance letter for any existing ESA if Tenant wishes at Tenant’s expense. Tenant shall provide to Landlord a copy of any ESA or update to an existing ESA within five (5) days after receipt of same.

   c. Without limiting the foregoing and to the best of Landlord’s knowledge, other than as disclosed to Tenant in the Environmental Reports, (i) there are no underground storage tanks on the Premises, the Building or the Property.
d. Nothing in this Agreement shall be construed to alter the environmental obligations imposed on the parties, respectively, by federal, state or local law.

**ARTICLE XII**

**DEFAULT**

40. **Events of Default.** The occurrence of any one or more of the following shall constitute an “Event of Default” hereunder:

   a. Tenant fails to pay when due any installment of Base Rent or Additional Rent and such default continues for twenty (20) business days after notice of such default is given to Tenant.

   b. Tenant defaults in the observance or performance of any other material term, covenant or condition of this Lease to be observed or performed by Tenant and such default continues for more than ten (10) days after notice by Landlord to Tenant of such default; or if such default is of such a nature that it can be remedied but cannot be completely remedied within ten (10) days, Tenant fails to commence to remedy such default within ten (10) days after such notice or, with respect to any such default, Tenant, having commenced such remedy within ten (10) days after such notice, fails to diligently prosecute to completion all steps necessary to remedy such default.

   c. Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated a bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant’s property.

   d. If the Leased Property or a substantial portion thereof shall become vacated, deserted or abandoned (and the fact that any of Tenant’s property remains in the Leased Property shall not be evidence that Tenant has not vacated, deserted or abandoned the Leased Property).

   e. Landlord fails to perform any material term of this Lease, and such default continues for twenty (20) business days after written notice of such default is given to Landlord.

41. **Remedies.** Upon the occurrence and continuance of an Event of Default, Landlord may, at its option and without any obligation to do so, elect any one or more of the following remedies:

   a. Give to Tenant three (3) days’ notice of cancellation of this Lease, in which event this Lease and the Term shall come to an end and expire upon the expiration of such three (3) day period with the same force and effect as if the date set forth in the notice was the expiration date stated herein and Tenant shall then quit and surrender the Leased Property to Landlord, but Tenant shall remain liable for damages as otherwise provided in this Section. Upon such cancellation, Tenant shall quit and surrender the entire Leased Property to Landlord, and Landlord and its agents may immediately, or at any time after such Event of Default, re-enter the Leased Property or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding (to the extent permitted by law) or otherwise in
accordance with applicable legal proceedings (without being liable to indictment, prosecution or damages therefore), and may repossess the Leased Property and dispossess Tenant and any other Persons from the Premises and remove any and all of their property and effects from the Leased Property.

b. Cure such Event of Default and recover the costs thereof from Tenant, together with interest thereon, at the maximum legal rate permitted by applicable law.

c. Invoke any other remedy allowed by law or in equity as if no remedies were provided in this Lease for a breach hereunder.

42. Non-Cumulative Remedies. The rights to invoke the remedies set forth above are cumulative and shall not preclude Landlord from invoking any other remedy allowed at law or in equity.

43. No Recourse. Tenant shall look solely to the interest of Landlord in the Leased Property for satisfaction of any remedy it may have against Landlord and shall not look to any other assets of Landlord or of any other person, firm or corporation. If Landlord is a partnership, corporation or other business entity, there shall be absolutely no personal liability on the part of any present or future partner, shareholder or the like, or any of its successors or assigns, with respect to any obligation of Landlord hereunder.

44. No Money Damages. Wherever in this Lease Landlord’s consent or approval is required, if Landlord refuses to grant such consent or approval, whether or not Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant shall not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set -off, counterclaim or defense) based upon Tenant’s claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant’s sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event shall Landlord be liable for, and Tenant hereby waives any claim for, any indirect, consequential or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease, even if due to the gross negligence or willful misconduct of Landlord of its agents or employees. In the event Tenant seeks injunctive relief and prevails in substantial part, Tenant shall recover its costs and actual attorney fees incurred in obtaining injunctive relief.

45. Landlord’s Defaults. Upon a default by Landlord under this Lease, Tenant shall have all rights and remedies available under the law or in equity.

46. Waiver of Trial by Jury. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT’S USE OR OCCUPANCY OF THE LEASED PROPERTY, OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

47. Costs and Attorneys’ Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, the prevailing party shall be entitled to receive all of its costs and reasonable and necessary attorneys’ fees from the non-prevailing party.
48. **Indemnification.** Each party will indemnify and save harmless the other of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys’ fees) for any injury to persons or damage to or loss of property in or about the Leased Property caused by the negligence, willful misconduct or breach of this Lease by such party, its agents, employees, business invitees or guests, or arising from such party’s use of the Leased Property.

49. **Waiver.** The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Base Rent or Additional Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord’s knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto, unless such waiver is in writing by that party.

50. **Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strike, lock-out, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required hereunder, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**ARTICLE XIII
MISCELLANEOUS**

51. **Brokers.** Each of the parties represents and warrants there are no claims for brokerage commissions or finders’ fees in connection with the execution of this Lease and each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys’ fees) arising from any claim made by any other broker.

52. **Assignment and Subletting.** Tenant shall not have the right to assign, mortgage, pledge, encumber, or otherwise transfer this Lease or any portion thereof, whether by operation of law or otherwise, and shall not sublet (or underlet), the Leased Property or any part thereof, without first obtaining the prior written consent of Landlord. Any assignment, sublease, mortgage, pledge, encumbrance or transfer in contravention of the provisions of this Section shall be void. The consent by Landlord to any assignment, sublease, mortgage, pledge, encumbrance or transfer shall not be construed as a waiver or release of Tenant from any and all liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, nor shall the collection or acceptance of rent from any assignee, transferee or tenant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease.

53. **Transfer of Real Property.** Landlord’s obligations under this Lease shall not be binding upon the Landlord named herein after the sale, conveyance, assignment, transfer or lease (collectively a “Transfer”) by Landlord of its interest in the Leased Property, as the case may be, and in the event of any such Transfer, Landlord shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder, and the transferee of Landlord’s interest in the Leased Property, as the case may be, shall be deemed to have assumed all obligations under this Lease.
54. **Applicable Law.** The laws and venue of the State of in which the Leased Property is located shall govern the validity, performance and enforcement of this Lease.

55. **Estoppels.** Within seven (7) days following request from Landlord or any mortgagee of Landlord, Tenant shall deliver to Landlord a written statement executed and acknowledged by Tenant, in form satisfactory to Landlord (a) stating the Commencement Date and the expiration date of the Term and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Base Rent and any Additional Rent have been paid, together with the amount of monthly Base Rent then payable, (c) stating whether or not, to the best of Tenant’s knowledge, Landlord is in default under this Lease, and, if Tenant asserts that Landlord is in default, setting forth the specific nature of any such defaults, (d) stating whether Landlord has failed to complete any work required to be performed by Landlord under this Lease, (e) stating whether there are any sums payable to Tenant by Landlord under this Lease, (f) stating the amount of any security deposit under this Lease, (g) stating whether there are any subleases or assignments affecting the Leased Property, (h) stating the address of Tenant to which all notices and communications under this Lease shall be sent, and (i) responding to any other matters reasonably requested by Landlord or such mortgagee. Tenant acknowledges that any statement delivered pursuant to this Section may be relied upon by any purchaser or owner of the Leased Property or by any of Landlord’s current or perspective mortgagees.

56. **Memorandum of Lease.** Tenant and Landlord shall not be permitted to record a copy of this Lease in the Public Records. Tenant and Landlord shall be permitted to record a memorandum of this Lease in the Public Records setting forth the name of the parties, identifying this Lease and setting forth the expiration date.

57. **Survival.** All obligations and liabilities of Landlord or Tenant to the other which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to Base Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

58. **Entire Agreement; Amendments.** (a) This Lease and the exhibits and riders, if any, attached hereto and forming a part hereof, represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between the parties. (b) Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

59. **Interpretations.** This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties it being recognized that both parties have contributed substantially and materially to its preparation.

60. **Notices.** All notices, demands and communications hereunder to Tenant or Landlord must be in writing and shall be served or given by hand-delivery, by certified United States Mail,
return receipt requested, or by a nationally recognized overnight delivery service making
receipted deliveries to the addresses first above appearing or to such other addresses as are
hereinafter designated by either party to the other.

With a copy to Counsel for Red Apple at Warren, LLC

Edward J. Pozzuoli, Esq.
Tripp Scott, P.A.
110 S.E. Sixth Street
15th Floor
Fort Lauderdale, FL 33301
Phone: 954-525-7500
Fax: 954-761-8475

With copy to Counsel for the School Board at Lewis & Munday, P.C.

Reginald G. Dozier
Lewis & Munday, P.C.
660 Woodward Ave.,
Suite 2490
Detroit, MI 48226
Phone: 313-961-2550
Fax: 313-961-1270

61. **Relationship of Parties.** The relationship between the parties hereto shall be solely as
set forth herein, and neither party shall be deemed the employee, agent, partner or joint
venturer of the other.

62. **Separability.** Each and every covenant and agreement contained in this Lease shall for
all purposes be construed to be a separate and independent covenant and agreement, and the
breach of any covenant or agreement contained herein by either party shall in no way or
manner discharge or relieve the other party from its obligation to perform each and every
covenant and agreement herein. The invalidity or unenforceability of any provision of this Lease
shall not affect or impair any other provision.

[Signatures on following page]
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

Witnesses as to Landlord:

**Shawn Gerard**
Print Name: **Shawn Gerard**

**Penny Boyer**
Print Name: **Penny Boyer**

Witnesses as to Tenant:

**Phil O'Kane**
Print Name: **Rachel O'Kane's**

**Julie Lauck**
Print Name: **Julie Lauck**

Landlord:

**RED APPLE AT WARREN, LLC**

By:

Name: **Jonathan Hage**
Title: **President**

Tenant:

**SUCCESS MILE ACADEMY**

By:

Name: **Kurmmel W. Knox**
Title: **President**
EXHIBIT “A”

Legal Description

Real property in the City of Warren, County of Macomb, State of Michigan, described as follows:

A parcel of land located in the Southwest 1/4 of Section 18, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, is described as follows:

Commencing at the Southwest corner of said Section 18; thence along the West section line, being coincident with the centerline of Dequindre Road (120 feet wide) due North 725.00 feet; thence due East 60.00 feet to the Point of Beginning; thence along the Easterly right of way line of Dequindre Road (120 feet wide) due North 644.00 feet; thence due East 660.00 feet; thence due South 17.00 feet; thence due West 18.67 feet; thence due South 292.10 feet; thence 199.27 feet along a circular curve to the left having a central angle of 57 degrees 05 minutes 17 seconds, a radius of 200.00 feet and a chord bearing South 28 degrees 32 minutes 38 seconds West, 191.13 feet; thence due South 167.00 feet; thence due West 550.00 feet to the Point of Beginning.
EXHIBIT "B"

Base Rent Schedule

Base Rent = $1,000 per student enrolled at the charter school operated on the Premises.
CSUSA NEW SCHOOL SPECIFICATIONS

1. Planning & Architectural

All design standards shall comply with National, State and local Building and Fire Prevention Codes.

RAD school building projects shall include a complete school “Turn Key” as defined in RAD (Red Apple Development) New School Specifications. Developer/Contractor shall commence work, proceed diligently and complete scope of work in accordance with a schedule satisfactory to as directed by RAD and the State/local municipalities for a new school opening.

School opening dates are fixed, defined by the State and non-negotiable, scheduling is critical, planning and commitment of the utmost importance to ensure timely project completion.

Developer/Contractor shall designate a representative to meet at a predetermined regular specified date and time with RAD, provide weekly written updates, reports, schedules, and shall coordinate delivery and installation activities, and conduct Quality and Safety Inspections of work completed on regular intervals.

Site Planning

Site design shall optimize the use of the property to accommodate program requirements with a compact footprint and providing the largest possible open areas for use as green space and play areas. Red Apple Development will provide Developer with site criteria required for school operations based on the type, size, and capacity of the proposed facility. To include but not be limited by the following:

1. **Bus loading zone requirements:**
   1.1. quantity of buses
      1.1.1. 20-30% total student capacity
      1.1.2. 50 students in K-8 per bus
      1.1.3. 45 students in 9-12 per bus
   1.2. Separation from parent drop-off.
   1.3. Right side of bus will preferably face school when loading/unloading.
   1.4. Stacking requirements dictate nose to tail line up, no double stacking permitted.
   1.5. Sidewalks to busses required, 6'w min. typ., covered accessibility to facility if possible.

2. **Drop-off and Pick-up zone requirements**
   2.1. Passenger side of car should preferably face school when loading/unloading.
   2.2. Dual drop-off and pick-up points if possible.
   2.3. At least one drop-off and pick-up out of multipurpose room.
   2.4. Double, triple, or quadruple stacking preferred.
   2.5. Maximize site for optimum stacking, wrap around parking and/or building before loading.
   2.6. Sidewalk to loading area required, covered accessibility to facility if possible.
   2.7. Covered Walkway to car pick up area via canopy or aluminum roof.

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3. Parking
   3.1. 1-parking space for every faculty/staff member (determined by facility capacity).
   3.2. 1-parking space per every 100 students for Visitor parking.
   3.3. Additional 10% for volunteers, and future growth.
   3.4. High Schools only – 1 additional space per every 10 students in 11th & 12th grades, to be separated from faculty parking.
   3.5. Handicap parking shall comply with ADA, Chapter 11.
   3.6. Bicycle storage area and provide racks.
   3.7. Note: Some local municipalities may have additional parking criteria, determined by location.
   3.8. If retro build, existing parking bumpers to be in good shape and consistent in color.

4. Traffic
   4.1. Provide school pavement marking, crossings, and on-site signage for traffic flow, buses, parking, etc.
   4.2. Provide school zone signs, flashers, or overhead mast arms as required by authority having jurisdiction.

5. Service Zone
   5.1. Create a loading zone location with access to serving kitchen (no loading dock required).
   5.2. Provide dumpster location for waste and recycle bins on concrete pad with hose bib for cleaning, 1 cubic yard per 100 students close to serving kitchen.
   5.3. Provide fencing or visual screening as required.

6. Multipurpose Room Exterior
   6.1. Accessible from multipurpose room.
   6.2. Electrical for vending machines, if possible.
   6.3. Cantilever roof over exterior doors for weather protection.

7. Play area for K-1
   7.1. 45-75 sq ft. per student. (40’ x 40’)
       7.1.1. (total K&1 student pop./4 = no. of students to be counted for planning purposes)
   7.2. Completely fenced area 6’ high with gate.
   7.3. Accessible from or near kinder rooms.
   7.4. Sidewalk to be provided from exterior doors used as access.
   7.5. Zone for exterior play equipment w/padded or equivalent ADA-compliant surfacing.
   7.6. Recreation Equipment designed as modular play system, installed.
       7.6.1. Designed for age appropriateness, safety, & school capacity
       7.6.2. Cushioned protective surface under structure.
       7.6.3. Remaining surface within the fenced area to be artificial turf, no sod allowed.
       7.6.4. Equipment pieces and layout to be approved by RAD
       7.6.5. May be provided in form of allowance
   7.7. Gazebo or awning cover.
   7.8. All awning cover poles to be wrapped with 6’ high exterior padding for protection.
   7.9. Include adequate drinking fountains.
8. **Play area for 2-5**
   8.1. 45-75 sq ft. per student. (40' x 40')
   8.1.1. (total 2-5 grade student pop./4 = no. of students to be counted for planning purposes)
   8.2. Completely fenced area 5' high min with gates for maintenance
   8.3. Zone for exterior play equipment w/padded or equivalent ADA-compliant surfacing.
   8.4. Recreation Equipment designed as modular play system, installed.
   8.4.1. Designed for age appropriateness, safety & school capacity
   8.4.2. Cushioned protective surface under structure.
   8.4.3. Equipment pieces and layout to be approved by RAD
   8.4.4. May be provided in form of allowance
   8.5. Basketball area with solid surface.
   8.6. All basketball poles to be wrapped with 6' high exterior padding for protection.
   8.7. Grass area. All sod in recreation areas to be Bahia with irrigation or artificial.
   8.8. Gazebo or awning covers.
   8.9. All awning cover poles to be wrapped with 6' high exterior padding.
   8.10. Include adequate drinking fountains.
   8.11. May not cross road or parking lot for access to play area.

9. **Athletic Area for 6-8**
   9.1. Gymnasium preferred or...
   9.2. Combinations of soccer field and basketball/volleyball court(s), basketball goals per design. All sod in recreation areas to be Bahia with irrigation or artificial.
   9.3. Exterior play area must have perimeter fencing 5’ min height with gates.
   9.4. Exterior bleachers.
   9.5. Include adequate drinking fountains.

10. **Athletic Area for 9-12**
    10.1. Gymnasium and outdoor field, or...
    10.2. Combinations of football field w/track and basketball courts, exterior fitness course, weights, and/or obstacle course. All sod in recreation areas to be Bahia with irrigation or artificial.
    10.3. Exterior bleachers and score board.
    10.4. Include adequate drinking fountains.

11. **Signage**
    11.1. (2) School Names with logo on the building, (logo provided electronically by RAD)
    11.1.1. 1 above building entrance, 1 on building side facing a main street.
    11.1.2. Constructed of individually mounted letters and CSUSA logo.
    11.2. (1) Sign monument with school name and logo mounted at main entrance to property.
    11.3. (1) Marquee/Score Board for sporting events for grades 9-12 with logo.
    11.4. All appropriate traffic, parking, and directional signage needed on and off site.
    11.5. All interior signage, with Braille, per code requirements, identifying stairwells, exits, room numbers, admin space, etc.

12. **Flag Poles**
12.1. (3) Flag poles shall be provided in a triangular configuration in front of the school building or in a position approved by RAD, 1-30' height, 2-25' height, spaced at least 6' and designed to withstand wind velocity as required by ASCE.

13. Landscaping
   13.1. Property to comply with landscaping requirements of the jurisdiction having authority.
   13.2. Include a complete irrigation and drainage system.
   13.3. All exterior surfaces assessable to students and staff shall contain sod or solid surfacing. No dirt, mud, or sand can be allowed to track into the facility.
   13.4. Recreation fields to be Bahia sod or equivalent.
   13.5. Where building is retro-fit, clean-up of existing landscaping/trimming of trees, re-mulching of landscape beds to be part of scope.

14. Site Plan Approval Procedures & Permitting
   14.1. Developer/Site Engineer to provide Red Apple Development with a preliminary site plan for review and discussion.
   14.2. Red Apple Development will make recommendations for any required modifications.
   14.3. Revised site plan will be provided to RAD for Final team approval & sign-off, approx. 1 week.
   14.4. Final site plan to be provided in electronic form and hard copy to Red Apple Development.
   14.5. School Building & Site Rendering required for marketing purposes.
   14.6. Permitting application, NTO, and all other submittals required for commencement of job.

Building Design

Building design shall optimize the use of the interior space to accommodate program requirements with a compact footprint, providing the maximum space utilization possible. Red Apple Development will provide Developer/Architect with building and space utilization criteria required for school operations based on the type, size, and capacity of the proposed facility. To include but not limited to the following:

1. Space Planning
   1.1. General
       1.1.1. Address security through building footprint with built-in resistance to unauthorized intrusions.
       1.1.2. Quantity of rooms determined by School Worksheet provided by Red Apple Development based on total capacity.
       1.1.3. All classrooms and corridors to receive VCT (Armstrong) flooring with color coordinated inlays, unless otherwise specified.
       1.1.4. Main lobby area (location approved by RAD) to have School name, corporate logo incorporated into VCT flooring.
       1.1.5. All Ceiling tiles throughout school will be manufactured from Armstrong.
       1.1.6. All music rooms and media center to be carpeted with durable commercial grade carpet, carpet tiles preferred.
1.1.7. All colors for paint, flooring, countertops, etc. to be determined and signed off on by RAD.
1.1.8. All water fountain/hand dryer locations to be outlined in 12"x 12" ceramic tile on diagonal with floor border strip for water protection.
1.1.9. All rooms to be identified by exterior signage with Braille.
1.1.10. All rooms to include emergency evacuation signage (acrylic placard) on interior adjacent to door.
1.1.11. All interior signage required by code (with Braille) identifying exits, stairwells, admin areas, room numbers, etc. (acrylic placard).
1.1.12. All classrooms, specialty classrooms, administrative areas, teacher planning rooms, stairways and storage rooms to have PVC vertical blinds on windows.
1.1.13. Dumpster enclosures shall be equipped with hose bib for cleaning.

1.2. Kinder Classrooms
1.2.1. All grade K students shall be located on the first floor only, not to be permitted above the first floor per NFPA.
1.2.2. Require 1-restroom with standard fixture heights and automated hand dryers, per classroom.
1.2.3. Room size 625-650 sq. ft.
1.2.4. Minimum of 8’ of countertops with backsplash and side splash, standard height & depth w/ base cabinets and 3’ of overhead cabinets.
1.2.5. PVC vertical blinds on windows
1.2.6. One classroom clock.

1.3. Grades 1-5 Classrooms
1.3.1. All 1st grade students shall be located on the first floor only, not to be permitted above the first floor per NFPA.
1.3.2. All grade 2 students shall be located on the first and second floors only, not to be permitted above the 2nd floor per NFPA.
1.3.3. Room size 625-650 sq. ft.
1.3.4. Minimum of 8’ of countertops, standard height with backsplash/side splash & depth w/ base cabinets and 3’ of overhead cabinets.
1.3.5. PVC vertical blinds on windows
1.3.6. One classroom clock.

1.4. Grades 6-9 Classrooms
1.4.1. Room size 600-650 sq. ft.
1.4.2. Quantity of rooms determined by School Worksheet based on total capacity.
1.4.3. Minimum of 8’ of countertops, standard height with backsplash/side splash & depth w/ base cabinets and 3’ of overhead cabinets.
1.4.4. PVC vertical blinds on windows
1.4.5. One classroom clock.

1.5. Grades 9-12
1.5.1. Room size 600-650 sq. ft.
1.5.2. Quantity of rooms determined by School Worksheet based on total capacity.
1.5.3. Minimum of 8’ of countertops, standard height & depth with backsplash/side splash base cabinets and 3’ of overhead cabinets.
1.5.4. PVC vertical blinds on windows
1.5.5. One classroom clock.

1.6. Specialty Classrooms
1.6.1. (1-2) Music rooms (next to each other if possible, to be determined by capacity)
   1.6.1.1. Room size 800-900 sqft.
   1.6.1.2. Provide an accordion-style movable wall between them, if possible.
   1.6.1.3. Music rooms shall always be carpeted.
   1.6.1.4. One room shall contain a storage closet for instruments.
1.6.2. Minimum of 8’ of countertops, standard height with backsplash/side splash & depth w/ base cabinets and 3’ of overhead cabinets.
   1.6.2.1. Rooms shall be positioned so they are isolated from other classrooms where possible, and built-in sound panels/protection where needed.
   1.6.2.2. PVC vertical blinds on windows
   1.6.2.3. One classroom clock.

1.6.3. (1-2) Art Rooms
   1.6.3.1. Room quantity to be determined based on grade levels, student quantity, and layout of facility.
   1.6.3.2. Room size 850-1000 sq. ft.
1.6.4. Minimum of 8’ of countertops, standard height with backsplash/side splash & depth w/ base cabinets and 3’ of overhead cabinets.
   1.6.4.1.1. 2 sinks (Min. 22’ X 19.5”) required in countertop for art procedures.
   1.6.4.1.2. Kiln room with vent fan required in one of the art rooms
   1.6.4.1.3. PVC vertical blinds on windows
   1.6.4.1.4. Art Supply storage closet/room
   1.6.4.1.5. One classroom clock.

1.6.5. (1-2) Computer Labs
   1.6.5.1. Room quantity to be determined based on grade levels, student quantity, and layout of facility.
   1.6.5.2. Room size 800-900 sq. ft.
   1.6.5.3. Interior room if available.
   1.6.5.4. Requires 32 low voltage data ports w/accompanying electrical, locations specified by RAD. Whips/floor outlets or power- poles required.
   1.6.5.5. No countertops.
   1.6.5.6. No windows.
   1.6.5.7. One classroom clock.

1.6.6. (1) Library/Media
   1.6.6.1. Located on the 1st floor.
   1.6.6.2. Room size 800-1200 sq. ft.
   1.6.6.3. Carpet Flooring.
   1.6.6.4. Low voltage data ports 10-18 based on grade levels and capacity of facility.
   1.6.6.5. Contain small closet for book storage.
   1.6.6.6. No Countertops.
1.6.6.7. Locate a TV Production room next to or accessible from the Library
   1.6.6.7.1. Room size 300-500 sq.ft.
   1.6.6.7.2. Floor to receive VCT.
   1.6.6.7.3. Coaxial back end location.
   1.6.6.7.4. Additional electrical outlets for TV/camera equipment
   1.6.6.7.5. PVC vertical blinds on windows
   1.6.6.7.6. One classroom clock.

1.6.7. (1-2) Science Labs
   1.6.7.1. Room quantity to be determined based on grade levels and student quantity.
   1.6.7.2. Room size 800-1000 sq. ft.
   1.6.7.3. Located next to each other with a closet assessable from both rooms.
   1.6.7.4. Eye wash required for grades 9-12
   1.6.7.5. Countertops w/ sink required and built-in shelving along one wall with 2 workspace openings, 30" in height.
   1.6.7.6. Floor/power poles are required. RAD to specify locations.
   1.6.7.7. PVC vertical blinds on windows
   1.6.7.8. One classroom clock.
   1.6.7.9. If Cambridge Program applies, see additional criteria.

1.6.8. PE Space with no gymnasium
   1.6.8.1. Provide 3 PE rooms 150-200sq.ft each for office and storage, accessible to changing rooms 1-boys, 1-girls.
   1.6.8.2. PE offices should provide direct access to changing rooms for supervision capability.
   1.6.8.3. Located near building exit to PE fields.
   1.6.8.4. Grades 6-12 require changing rooms and restroom.
   1.6.8.5. Changing rooms should include:
     1.6.8.5.1. Include 6-tier gym lockers, (12"x12"x12") x 6 x 2 with built-in automatic bar and rod release and built-in Automatic Locking Bolts and control key.
     1.6.8.5.2. To be constructed of heavy duty, tamper and vandal proof materials.
     1.6.8.5.3. Locker quantity TBD by capacity.
     1.6.8.5.4. Provide a bench in each.

1.6.9. PE Space with gymnasium
   1.6.9.1. Gym size 12,000 sq. ft for full size.
   1.6.9.2. Include 6 ceiling-supported basketball hoops and backboards.
   1.6.9.3. 1 hoop on each end, 2 on the side to be collapsible or raised during games.
   1.6.9.4. Presets for High School Volleyball net and posts
   1.6.9.5. Telescopic bleachers provided on one side of gymnasium.
   1.6.9.6. Wood flooring or equivalent required.
   1.6.9.7. Electronic score board with bar/LED numbers and captions to be provided at each end of gym, see RAD for locations
   1.6.9.8. Drinking fountains to be provided.
   1.6.9.9. Provide 2-3 PE rooms for office and storage.
1.6.9.9.1. Rooms should be 100-200sq.ft each, located next to or accessible to locker rooms.
1.6.9.9.2. Located in gym area.
1.6.9.10. Locker Rooms 1-Girls, 1-Boys
   1.6.9.10.1. Include 6-tier gym lockers, (12"x12"x12") x 6 x 2 with built-in automatic bar and rod release and built-in Automatic Locking Bolts and control key.
   1.6.9.10.1.1. Lockers to be constructed of heavy duty, tamper and vandal proof materials.
   1.6.9.10.1.2. Locker quantity TBD by capacity.
   1.6.9.10.2. Include adequate benches in each.
   1.6.9.10.3. Include adequate shower stalls in each.
   1.6.9.10.4. Include restroom area with partitions.
   1.6.9.10.5. Locker rooms should be lockable by key only.
   1.6.9.10.6. Floors in wet areas to be Dura Flex, VCT in all other areas and walls (6' h) in ceramic tile.
   1.6.9.10.7. Two clocks.

1.7. Administration offices
   1.7.1. All offices and office areas to receive VCT.
   1.7.2. One open administration area large enough for 2-4 workstations.
   1.7.3. Located at main entrance to building allowing for administrative monitoring of building access.
   1.7.4. Include open window and/or counter space between hallway entrance and administration area. Include built-in admin cabinets at 30" FF with 4" back splash and pass-thru top
   1.7.4.1. If grades K-5 are included, one section of counter space must be at 30" above floor to accommodate younger students.
   1.7.5. Include copier outlet. Specifications provided by RAD.
   1.7.6. Include 6-8 offices & file/storage rooms accessed by open administration area, room quantity determined by facility capacity.
   1.7.7. Provide magnetic locking system with push button access from administration area to school.
   1.7.8. One clock in bullpen area.
   1.7.9. One clock in conference room.
   1.7.10. Key box to be provided. (Organize keys)
   1.7.11. Include open Clinic Area
   1.7.11.1. Accessible from hallway and from administration offices.
   1.7.11.2. Private restroom, sink, and cabinetry.
   1.7.11.3. Floor to receive VCT.
   1.7.11.4. Size based on capacity to accommodate nursing beds and/or seating area.
   1.7.12. Include one Conference Room near administration offices
   1.7.13. Include 3 additional offices for grades 9-12 for guidance counselors, located separately from administration area.
   1.7.14. PVC vertical blinds on windows
1.8. Teacher Lounge/Workroom
   1.8.1. Located on each floor.
   1.8.2. Room size 250-400 sq. ft, (final room quantity and size to be determined by
          building capacity).
   1.8.3. Include unisex adult restroom accessible from inside teacher's room only.
   1.8.4. Include sink with countertop backsplash/side splash and cabinetry.
   1.8.5. Floor to be VCT
   1.8.6. Electrical requirements for:
          1.8.6.1. Microwave & coffee machine
          1.8.6.2. Full size refrigerator
          1.8.6.3. Vending soda machine
          1.8.6.4. Large copier, specifications provided by RAD.
          1.8.6.5. PVC vertical blinds on windows.
          1.8.6.6. One clock.

1.9. Multipurpose Room
   1.9.1. Designed to accommodate one quarter of the student population at 15 sqft. Per
          student.
   1.9.2. Include one storage closet.
   1.9.3. Include electrical for vending machines.
   1.9.4. Include exterior seating area
   1.9.5. Include Serving Kitchen
          1.9.5.1. Serving kitchen to be used for food warming only, no cooking permitted.
                    Designed to meet Michigan Department of Health Regulations.
          1.9.5.2. Include office/food storage area
          1.9.5.3. Serving equipment will be provided and installed by RAD.
          1.9.5.4. Serving Kitchen electrical specifications provided by RAD (equipment
                    quantities may vary based on facility capacity).
          1.9.5.5. Size 400-600 sq. ft.
          1.9.5.6. Stainless steel serving counter along one wall facing multipurpose room,
                    height determined by grade levels.
          1.9.5.7. Locking, stainless steel roll down doors to cover serving windows
          1.9.5.8. Walls lined with FRP floor to ceiling.
          1.9.5.9. Metal shelving above 3 compartment sink.
          1.9.5.10. Hand sink (& mop sink near kitchen area).
          1.9.5.11. Delivery/Receiving area for catered food delivery.
          1.9.5.12. Two clocks at opposite ends.
          1.9.5.13. Electrical and data ports needed for lunch checkout, location by RAD.

1.10. Girls & Boys Student Restrooms
   1.10.1. Contain small lockable storage closet for supplies.
   1.10.2. Dura-Flex flooring (color by RAD) with 4” splash and 12” x 12” Ceramic tile on
           diagonal on all walls to 6’ height.
   1.10.3. Head and Foot-rails double braced to walls, vandal proof partitions and
           hardware.
   1.10.4. Commercial grade sinks, toilets and solid countertop.
   1.10.5. Auto shut-off faucets
   1.10.6. Sink and plumbing piping covered.
1.10.7. Electric hand blowers only, no paper towel dispensers in student restrooms. Only if required.
1.10.8. All paper holders, soap dispensers, and other required accessories to be installed.
1.10.9. All paper products, soap and other required items needed for applicable inspections.
1.10.10. All sinks to have mirrors provided

1.11. **Storage Rooms**
1.11.1. Janitorial storage for floor polisher equipment storage.
1.11.2. Janitors closet to have mop sink and FRP or Tile installed around sink to prevent water damage.
1.11.3. Storage rooms located throughout the facility wherever possible, any size available.
1.11.4. Room size and quantity to be determined by facility capacity.
1.11.5. Requires some storage near delivery zone for books/packages/mail, etc.

1.12. **Server Room/ MDF (Main Distribution Facility)**
1.12.1. (1) MDF room centrally located so all locations within a 320ft. run.
1.12.2. If distance exceeds 320’, create multiple IDF locations, stacked if on separate floors. Connected with 6-strand fiber optic cable in a 2-inch or larger conduit. Fiber strands must be terminated on a rack-mounted patch panel with LC connectors, labeled from 1 to 6, and tested.
1.12.3. MDF Room design to be provided by RAD Information Technology Dept., to include cable trays and floor-mounted equipment racks.
1.12.4. Split HVAC system
1.12.5. Equipment open frame rack system
1.12.6. Main MDF requires an independent AC system (i.e., not connected to main building system, with a return air design point temperature and relative humidity of 72 degrees F (+/- 2 deg F) and 45% (+/- 5%) respectively, provide environmental monitoring and alerts.
1.12.7. Main MDF requires quad receptacles on 3 walls every 4 feet, each receptacle must be on a dedicated 20AMP circuit. Receptacles must be clearly labeled with panel and breaker number using a P-Touch or similar label.
1.12.8. Main MDF additionally requires 2 dedicated 20AMP simplex receptacles behind each data rack. Receptacles must be clearly labeled with panel and breaker number using a P-Touch or similar label.
1.12.9. Provide a ground bar connected to the building ground and ground each data rack.
1.12.10. Three walls should have 3/4 fire retardant plywood installed floor to ceiling and painted with fire retardant paint.
1.12.11. MDF Room design will be provided by RAD Information Technology Dept., to include cable trays and floor-mounted equipment racks.
1.12.12. Two 4-inch conduits to be installed between the MDF and the Utility Room/Building D-Mark for Fiber or other media, as needed.
1.12.13. MDF will have one 4-post rack and, at minimum, one 2-post rack
   - 4-post rack will be a Panduit R4PCN 45 RU, 30inch deep with Cage Nuts and should have clearance of minimum 30inches in the front and 12 inches in the back.
2-post rack will be a Panduit R2N 45 RU, #12-24 threaded and should have clearance of minimum 24 inches in the front and 30 inches in the back.

Each rack should be grounded directly to a ground bar that's connected to building ground.

1.12.14. Cable management will be Panduit WMPV45 for vertical and Panduit WMP1E for Horizontal, spec sheet will be provided by RAD IT Dept.

1.13. IDF's
1.13.1 If distance exceeds 320', create multiple IDF locations, stacked if on separate floors,
connected with a minimum 6-strand fiber optic cable ran in a 2-inch or larger conduit. Fiber
strands must be terminated on a rack-mounted patch panel with LC connectors,
labeled from 1
to 6 and tested.
1.13.2 Each IDF will have, at minimum, one 2-post rack (one rack provides 288 data ports)

- 2-post rack will be a Panduit RSN 45 RU, #12-24 threaded and should have clearance of minimum 24 inches in the front and 30 inches in the back.
- Each rack should be grounded to the building ground

1.13.3 IDF requires 2 dedicated 20AMP simplex receptacles behind each data rack.
Receptacles
must be clearly labeled with panel and breaker number using P-touch or similar
label.
1.13.4 Cable management will be Panduit WMPV45 for vertical and Panduit WMP1E for horizontal,
spec sheet will be provided by RAD IT Dept.

Note: Floor plans should be presented to RAD for circulation electronically and in hard copy formats to be considered and approved by RAD team. Once finalized, approved floor plans will be required in CAD format for the purposes of furniture placement, procurement, and space planning by RAD.

(Recommended room sizes are approximations to ultimately be determined by student capacity and space restrictions.)

2. Building Systems

2.1. General
2.1.1. All materials shall be heavy duty, durable, permanent, vandal resistant, easily maintained, and functional based on a life cycle cost analysis.
2.1.2. All doors for classroom or resource use shall include a vision panel, 96 sq. inches minimum.
2.1.3. Door finish to be natural with clear coat.
2.1.4. All millwork design & layouts for computer stations to be approved by RAD before manufacturing.
2.1.5. Learning Boards and TV mounts require wall backing placed during construction, RAD to provide specs.
2.1.6. Acroyn SM20N wall Corner Guards to be installed from vinyl base to 48’ on all corners in hallways, multipurpose room, stairways, and common areas. Colors selected by RAD
2.1.7. **Roofing**: Contactor shall provide a 2 year warranty on any and all roofing related issues, including leaks.

2.2. **Low Voltage Wiring**

2.2.1. Cabling will be non-shielded CAT6 wiring/plenum wiring where needed, as per building code.
2.2.2. Standard Keystone wall plates should be used. (ex. Leviton 41080-WP Quickport)
2.2.3. For hanging phones, stainless steel plates with mounting studs on plate should be used (ex. KWP5EY/KWP6PY CAT5/CAT6 Keystone hanging plates)
2.2.4. Specifications available upon request. Structured Cabling Installation by Developers Licensed Low Voltage Contractor.
2.2.5. Labeling to be done using a standard 3-digit numbering scheme starting at 001 and incrementing up to 999 as determined by physical jack count. Port numbers must correspond from the floor to the patch panel and be labeled using a P-touch or similar labels. Black text on white label and font size at 18pt.
2.2.6. Locations to be reviewed and approved by RAD.
2.2.7. Every low voltage outlet must be accompanied with a corresponding electrical outlet.
2.2.8. **Documentation**

2.2.8.1. 3-copies of the Low Voltage Systems Documentation Package shall be provided upon completion to RAD.
2.2.8.2. To include detailed mapping of the logical design, floor plans, and cable schedules with segment lengths, and numbered, identified, labeled locations, for the stations, MDF, IDF’s, and each cable & port with certified test results in hard and electronic formats.
2.2.8.3. Numbering scheme to be approved by RAD before start of cabling and all patch panels, outlets, ports, and both cables ends shall be digitally labeled with a unique identifier and cross-referenced for accuracy.

2.2.9. **Digital PBX Telephone System Equipment**
2.2.9.1. Services and equipment will be provided by CSUSA Telephone Vendor.

2.2.10. **Voice & Data Structured Cabling**
2.2.10.1. T1/PRI lines for telephone service, MPLS network infrastructure for Data Service
2.2.10.2. Final wall locations to be specified by RAD.
2.2.10.3. Two 4-inch conduits to be installed between the MDF and the Utility Room/Building D-Mark for Fiber or other media, as needed.
2.2.10.4. Offices

2.2.10.4.1. 2-port outlets per room. Principal, AP, BA, and Registrar will have 3-port outlets.
2.2.10.5. Administration Area
  2.2.10.5.1. 2-port outlet per user workstation located next to a 110v duplex power outlet.
  2.2.10.5.2. 2-port outlet per copier/printer/fax station next to an upgraded 20-amp dedicated 110v power outlet in designated areas.
  2.2.10.5.3. 2-port outlet per postage machine next to a 110v duplex power outlet.

2.2.10.6. Mini classrooms, resource rooms, teacher’s lounge/workroom.
  2.2.10.6.1. 3-port outlets per room, 1 hanging for phone and 2 for copier/fax in designated area.

2.2.10.7. All Classrooms & Specialty Rooms
  2.2.10.7.1. 2-ports per room. (Learning Board & Phone)
  2.2.10.7.2. 36 ports total for each Computer Lab through the use of raceways and/or power-poles for distribution of both low voltage and power. (per IT unless wireless)
  2.2.10.7.3. Cable drops in center of corridors for wireless access points.
  (Locations to be specified by IT department, no electric needed) cables to be terminated in surface mount boxes.

2.2.11. Security System
  2.2.11.1. Fire Alarm as required by National/State Fire Prevention Code and State Building Code.
  2.2.11.2. Intrusion Detection & Alarm System
    2.2.11.2.1. Include (2) control panels with keypad and the ability for extended zone modules and the capability to bypass any zone or use time delay operation.
    2.2.11.2.2. Provide door contacts on all exterior doors.
    2.2.11.2.3. Provide motion detectors on first floor corridors to capture window access.
    2.2.11.2.4. Complete Alarm system to be installed by Developer’s contractor including training classes and support for school personnel, monitored under monthly contract submitted for approval to RAD.
    2.2.11.2.5. Exterior doors, main office, server rooms, and mechanical rooms to be on electronic swipe cards with electric strikes (no mag locks).
    2.2.11.2.6. Door from administration area to school to have magnetic locking system with release button located in administration area.

2.2.11.3. Closed Circuit (CCTV) Surveillance System
  2.2.11.3.1. Honeywell Fusion DVR Series or equivalent. Complete system with camera hardware, wiring, monitor, and software, installed, with training classes for school personnel.
  2.2.11.3.2. Color, motion-activated cameras throughout with remote viewing capability and a dedicated monitor in the administration area. Provide storage capability for approx. 30 consecutive days with automatic rollover.
  2.2.11.3.3. Cameras to be ceiling-mounted, coverage locations to include:
    2.2.11.3.3.1. All building entrances and exits.
    2.2.11.3.3.2. all stairwells
2.2.11.3.3.3. all hallways
2.2.11.3.3.4. multipurpose room (HD camera)
2.2.11.3.3.5. exterior play and gathering areas
   2.2.11.3.4. Dedicated Monitor to be provided and located in Administration area, location to be provided by RAD
   2.2.11.3.5. Contractor shall provide equipment specifications and contact information for continued support.

2.2.12. **PA System & and Clock/Bell System**

2.2.12.1. **PA**
   2.2.12.1.1. Public Address (PA) system shall connect administration area with all student-occupied areas.
   2.2.12.1.2. PA System shall integrate through the school's phone system through "Station Port"
   2.2.12.1.3. Systems may comprise of the following, or equivalent:
   2.2.12.1.3.1. PA system may be used utilizing a handset and wireless headset.
   2.2.12.1.3.1.1. All classrooms, mini classrooms, teacher rooms, resource rooms, specialty classrooms, multipurpose room, and serving kitchen shall receive PA system communication capability.
   2.2.12.1.3.1.2. All-call paging system may utilize a separate system with individually wired ceiling speakers.
   2.2.12.1.3.1.2.1. Speakers shall be located at the following:
      2.2.12.1.3.1.2.1.1. All classrooms, Group restrooms, hallways, multipurpose room, and exterior play areas.
      2.2.12.1.3.1.2.1.2. PA System shall be multi-zoned.
   2.2.12.1.3.1.2.2. Speakers are wired to amplifiers in the MDF and to an all-call microphone in the administration area.
   2.2.12.1.3.1.2.3. (2) Wireless microphones are required for dismissal operations and must operate in those areas.

2.2.12.2. **Clock and Bell System**
   2.2.12.2.1. Bell system
      2.2.12.2.1.1. Bell system is wired into the ceiling speakers listed above.
      2.2.12.2.2. Bells shall have at least 6 programmable zones.

2.2.12.3. **Clocks**
   2.2.12.3.1. Clocks are to be provided in every classroom, specialty room, cafeteria gym, administration area, and controlled by a master clock located on the premises.
   2.2.12.3.2. Individual Clock locations to be identified and/or approved by RAD.

2.3. **Plumbing**
   2.3.1. **Student group restrooms**
   2.3.2. **All toilets shall be commercial grade and tankless, with flush valves.**
      2.3.2.1. Toilet partitions shall be Phenolic, maintenance-free, and resistant to water, mold, and graffiti.
      2.3.2.2. Classroom bathroom toilets to be standard size.
2.3.2.3. Provide sinks and mirrors, soap dispensers, toilet paper holders, and hand dryers at appropriate heights for age group. Hand dryers are to replace paper towel dispensers in all student restrooms.
   2.3.2.3.1. Grades 6-12 to receive feminine product dispensers.
   2.3.2.3.2. Insta-Hot to be installed in All teacher planning rooms
   2.3.2.3.3. Hot Water to be provided in clinic, kitchen, teacher planning, art, science, janitors closet and/or those required by Health Dept., Building codes and local municipalities.

2.3.2.4. Mounting of all partitions and accessories shall be reinforced with vandal proof fasteners and anchoring to resist 250 pounds of force applied from any direction.

2.3.2.5. Drinking fountains shall be provided as required by The Michigan Building Code outside of student group restrooms.

2.3.2.6. Handicap as required, with hand dryer in stall.
2.3.2.7. Faucets to be hands-free operation.
2.3.2.8. Hand dryers in lieu of paper towel dispensers.

2.3.3. Faculty/Staff Restrooms

2.3.3.1. Handicap as required and use of paper towel dispensers for faculty areas.

2.3.4. Complete testing of water pressures, irrigation, running water, and flushing toilets must be conducted by Developer’s contractor before turn over of the facility to RAD/school.

2.4. HVAC (ALL ELECTRICAL SYSTEMS ARE TO BE PROTECTED BY SURGE PROTECTION TO MINIMIZE DAMAGE BY LIGHTNING AND POWER SURGES)

2.4.1. HVAC temperature control and automation to be incorporated within an Energy Management System designed for ease of use by on-site staff. ASI controls- Contact John Cervini @ Mission Building Controls 954-931-0950

2.4.2. Separate unit with 24 hour cooling for technology closet or additional controlled ventilation for reduced temperature.

2.4.3. All Thermostats shall be programmable and wall mounted with tamper-proof clear covers for safe accessibility.

2.4.4. Exhaust, ventilation, and air conditioning systems designed in compliance with all state and local agencies having jurisdiction.

2.4.5. All heating, ventilating, mechanical and air conditioning systems and equipment shall undergo complete Test and Balance once it has been completed and is in full working order and copy of results provided to RAD.

2.4.6. Yearly maintenance contract to be provided and presented by HVAC Contractor to RAD for review and approval.

2.4.7. Contractor shall purchase extended warranty for units for years 2 -5.

2.4.8. Completed equipment specifications, and warranty information to be provided to RAD.

2.5. Flooring

2.5.1. Carpet, ceramic tile, and VCT shall be commercial grade “highly recommended for educational/institutional environments” and have a 10 year minimum warranty for wear, manufacturing defects, discoloration, mold, and shall not tear, gouge, peel or separate from substrate. VCT to include color coordinated pattern throughout.
2.5.2. VCT/ vinyl base shall be from Armstrong Commercial Flooring, any substitutes must be approved in writing by RAD.

2.5.3. Color choices of all flooring and base materials shall be provided by the developer/contractor to RAD for approval.

2.5.4. Main lobby area (location approved by RAD) to have School name, corporate logo incorporated into VCT flooring.

2.5.5. Discard and/or replace any broken, cracked, chipped or deformed tiles. Extend tiling into all closets, toe spaces, door reveals, and similar openings without any open cracks, voids, raising, puckering at joints or other surface imperfections.

2.5.6. Tightly adhere resilient wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates to avoid future indenting of wall base from floor cleaning.

2.5.7. VCT shall include (5) coats of initial waxing and Burnished, based on manufactures specifications, scheduled and completed before furniture delivery.

2.5.7.1. Once VCT is waxed and polished, all hallways, multipurpose room, stairwells, and any staging or common areas are to be immediately covered 100% with untreated building roll paper and secured to the floor for protection from contractors and furniture assembly. Areas not protected will require tile replacement and/or re-waxing if damaged at no expense to RAD.

2.5.8. Manufacturer’s specifications and recommendations shall be presented to Dept. of Projects and Facilities in their entirety for maintenance purposes.

2.5.9. Additional box, of each type, color, and pattern of flooring installed shall be provided to the school. Additional 20 lineal feet of each type, color, pattern of resilient wall base shall be provided to the school.

2.6. Painting

2.6.1. Interior

2.6.1.1. All interior walls shall be slick finish, (level 4).

2.6.1.2. All drywall corners in hallways, multipurpose room, columns, etc. shall be protected after painting with an Acrovyn SM20N 4-6ft high rigid vinyl corner protector, in matching wall color.

2.6.1.3. Paint interior & exterior shall be Sherwin Williams (see attached specs) provided upon request with a minimum of three coats throughout the facility.

2.6.1.4. ALL Paint colors to be reviewed and approved by RAD.

2.6.1.5. Where building is a retrofit, exterior re-painting shall be included.

2.7. Windows

2.7.1. Windows, components and fastening shall comply with all requirements of Building Codes, Product Control Approvals, and wind load requirements determined by A.S.C.E. 7-98 and approved building plans. For example, window mulls, glass thickness and fasteners must meet the specific wind pressures imposed on the openings as specified by the Engineer or Architect of Record.

2.7.2. Waterproofing Requirements. Developer/Contractor acknowledges complete responsibility for the installation of the products in a manner that provides a watertight barrier to exterior moisture penetration guaranteed for the first five years of operations.
2.7.3. All window locations/stairs included will receive window treatments in the form of blinds (fire retardant and without the use of strings to prevent accidental strangulation) installed as part of building completion.

Note: Interior finishes should be presented to RAD for circulation in a board format including but not limited to samples of: carpet, tiles, base, all paint colors, cabinets, countertops, corner guards, lockers, and toilet partitions, any finish requiring a color selection, to be considered and approved by RAD team. (Typical CSUSA Charter Schools utilize variations of primary colors found on logo such as red, blue, green, yellow)

3. Project Execution & Completion

3.1. Quality Inspections shall be completed after each phase of work is completed. Developer/Contractor shall inspect the work of his employees, contractors and subcontractors to determine the completeness, accuracy, and quality. The Developer will take any and all measures necessary to correct any work found by RAD to be incomplete, incorrect, or of sub-standard quality.

3.2. The Developer shall be responsible for the monitoring the licensing and insurance status and documentation of Contractors, Sub-contractors, and Vendors. Safety Inspections for insurance compliance that include workers performance as well as tools and equipment used on site. All tools and equipment used on site are to meet all applicable codes and be OSHA approved.

3.3. Time is critical in the opening of a School with little or no flexibility for construction delays. The Developer shall notify RAD of the construction progress by a construction schedule, updated on a weekly basis. The Developer acknowledges herein sole responsibility to monitor the progress of construction necessary to coordinate work on the appropriate scheduled dates. The Developer shall be in a position to coordinate Contractor’s, Subcontractor’s, and Vendor’s installations and/or manufacturing processes to ensure construction schedules are maintained at all times. Should the critical path for obtaining the C.O. be compromised, any and all costs associated with corrective actions necessary to maintain the original project schedule shall be the sole responsibility of the Developer.

3.3.1. RAD requires 4-weeks for assembly and installation of all Furniture, Fixtures, and Equipment (FF&E) once C.O. is issued, prior to school opening. Timing of these processes is critical to RAD, school operations, and the opening of the facility. Any costs incurred from the delay of this process due to the delay of a C.O. for the site and facility, resulting in returned equipment, or additional shipping and/or storage costs, will be passed along to the Developer.

3.4. Change Request Procedures

3.4.1. Change order requests to expand or reduce the project scope, to modify: costs or budgets, policies, processes, plans, specifications, procedures, or revise schedules must be presented to RAD in written form for review and approval by authorized stakeholders.
3.4.2. Only formally documented and approved change order requests will be recognized for payment by RAD on behalf of the school. Verbal notifications and/or approvals will not be accepted as legitimate cost changes.

3.5. Developer/Contractor shall be responsible for obtaining all approvals required by local Building Departments including permits and inspections. The Developer shall meet with plan reviewers or Building Department personnel to clarify plans, Product Control Approval and specifications required to obtain building permits, and inspections if required or requested. The Developer agrees to meet all requirements, and qualifications required of local Building Departments, Municipalities, Counties, or agencies in order to complete the installation and/or manufacturing process. The Developer shall meet with the Building Department inspector on site for the required inspection and shall provide the appropriate documentation including Product Control Approvals, Engineering Letters, Rational Analysis, Comparable Analysis and any other pertinent documentation required.

3.6. Developer/Contractor agrees to correct work which is determined by Building Inspector’s, or by a RAD designated representative to be deficient in terms of installation or materials within twenty-four hours (24) of notification.

3.7. Upon Completion of Building Construction, the Developer will complete the following:
   3.7.1. Instruction & Training – instruct RAD, School Personnel and/or designated Vendor’s via formally scheduled training classes to adjust, operate, and maintain systems, subsystems, and equipment.
   3.7.2. Provide a list of all applicable Maintenance Company’s for HVAC, Plumbing, Electrical, Security, etc. and contact information.
   3.7.3. Final Cleaning
      3.7.3.1. Provide professional cleaning of school building interior, site, yard, grounds, and landscaping areas.
      3.7.3.2. Remove all rubbish, litter, dirt, stains, and spills, rake grounds, remove all construction debris and surplus construction materials.
      3.7.3.3. Clean all exposed exterior and interior surfaces in their entirety including windows, and HVAC, plumbing, and electrical fixtures, to a dirt-free, film-free, polished condition.
      3.7.3.4. ALL VCT Flooring will be waxed with 5 coats and burnished to a high shine, based on manufacturer’s recommendations and RAD approval.
   3.7.4. Pest Control - Provide a licensed Exterminator to make a final inspection and service call to rid school of all insects, rodents, and pests, provide final report.
   3.7.5. Provide Emergency Exit Drawings in Electronic format and Hard Copy installed in every room per Michigan State Fire Codes.
   3.7.6. Provide Final Project Binder, which shall include the following required documentation:
      3.7.6.1. Site Plans in electronic format and hard copy
      3.7.6.2. Building Plans in electronic format and hard copy
      3.7.6.3. Specifications
      3.7.6.4. Shop Drawings
      3.7.6.5. Building Keys
      A. Every interior room has its own key. If storage rooms, closets, kiln rooms etc. are located within, keyed to match.
Ab. Master key for everything interior.
Ac. Master excluding Principal, Assistant Principal, Records Room, IT, Mechanical, Electrical Rooms.
B. All exterior doors are keyed the same.
3.7.6.6. Product Data
3.7.6.7. Samples
3.7.6.8. Warranties
3.7.6.9. Operations Manuals for systems, subsystems, and equipment must be presented in a binder a min. of 5 days prior to school opening
3.7.6.10. Maintenance Manuals for procedures, care, and service schedules of systems and equipment must be presented in a binder a min. of 5 days prior to school opening.
3.7.6.11. Provide Mailbox, specifications and location provided by local Post Office.
PAINT SPECIFICATIONS

FOR THE

RED APPLE
DEVELOPMENT, LLC

6245 North Federal Highway, 5th Floor Ft. Lauderdale, Florida 33308

INTERIOR & EXTERIOR PAINTING SPECIFICATIONS

Prepared by:
Rick Marino

Professional Coatings
Representatives
(561)718-3374
March 26, 2013
SCOPE OF WORK:

1. This specification was prepared for Red Apple Development LLC, & Jim Lonergan Director Of Construction. This specifications covers new construction projects interior & exterior as well as repainting interior & exterior surfaces.

NOTE: Required test prior to any painting:

1. Existing coatings: Pull tape test must be done to check existing coatings for adhesion.
2. New stucco or masonry surfaces must have a Ph pencil test done.
3. Color samples must be applied and approved prior to any painting (interior & exterior)
4. If texture coatings or masonry textures must be matched G.C. must approve prior to painting.
5. Interior walls must have even tape joints (no waves or sand marks)
6. Moisture test when floor coatings are to be applied.

EXTERIOR REPAINTING:
SURFACE PREPARATION & APPLICATION:

1.) SURFACE PREPARATION: Apply an approved mildewcide, (bleach/water), then pressure clean the exterior stucco, stone, and wood surfaces. Powerwash with a minimum of 3000 P.S.I.

2.) MASONRY SEALERS: Seal the exterior areas of the exterior stucco/masonry surface to be repainted with Sherwin-Williams Loxon Clear Acrylic Sealer. Apply at a spread rate of 300-400 sq/ft per gallon. Do not reduce. Read all manufactures label directions.

3.) Repair damaged stucco by patching, and de-rust and repair any spalling.

4.) CAULKING: Caulk the perimeter of “all” exterior doors and windows, light fixtures, and any other potential voids into the building with Sherwin-Williams ProSelect™ Sher-Max Caulking.

5.) METAL DOORS & FRAMES: All previously painted doors need to be prepared, rusted areas treated with Ospho, spot primed with Pro-Cryl Universal Primer, & apply a finish coat of Sherwin Williams 0 VOC Acrylic Semi-Gloss Coating. Apply at 4 mils wet to achieve a 1.4 mils dry film thickness.
6.) **STUCCO/MASONRY & WOOD SURFACES:** Apply a coat of Sherwin-Williams SuperPaint Exterior Coating Flat Finish, to all previously painted stucco and masonry surfaces. Apply at 4 mils wet to achieve a 1.4 mils dry film thickness. **NOTE:** A change of color may result in a second coat. Review all colors prior to any application, test sample should be applied and approved by the owner or owners representative.

7.) **COLORS:** Colors are to be selected by Owner. **NOTE:** A change of color may result in a second application of the finish coat. Review all colors prior to any application, test samples should be applied and approved by the owner or owners representative for each color.

**NEW CONSTRUCTION:**

**SURFACE PREPARATION & APPLICATION:**

1.) **EXTERIOR STUCCO & MASONRY PRIMER:** Prime all exterior stucco/masonry surfaces to be painted with Sherwin-Williams Loxon Acrylic Masonry Primer. Apply at 8 mils wet to achieve 3.5 mil dry film thickness. Do not reduce. Read all manufactures label directions. **NOTE:** Primer may be tinted 50 to 75% of the finish coating color.

2.) **REPAIRS:** Repair damaged stucco by patching, and de-rust and repair any spalling.

3.) **CAULKING:** Caulk the perimeter of "all" exterior doors and windows, light fixtures, stucco bands and any other potential voids into the building with Sherwin-Williams ProSelect™ Sher-Max Caulking.

4.) **SPOT PRIME OR FULL PRIME COAT:** Doors & Frames need to be prepared, rusted areas treated with Ospho, spot primed with Pro-Cryl Universal Acrylic Primer, & apply a finish coat of Sherwin Williams SuperPaint Satin or Gloss Coating. Apply at 4 mils wet to achieve a 1.4 mils dry film thickness. **NOTE:** Prime and paint all 6 sides of the doors.

5.) **STUCCO/MASONRY & WOOD SURFACES:** Apply one coat of Sherwin-Williams SuperPaint Exterior Coating Flat Finish, to all painted stucco/masonry and wood surfaces. Apply at 4 mils wet to achieve a 1.4 mils dry film thickness. **NOTE:** Review all colors prior to any application, test sample should be applied and approved by the owner or owners representative.

**INTERIOR COATINGS & APPLICATION:**

**NEW CONSTRUCTION AND REPAINT**

1.) **INTERIOR DRYWALL SURFACES:** Apply one coat of Sherwin-Williams Pro-Green Primer, apply at 4 mils wet to achieve a 1.4 mil dry film. Do not reduce. Read all manufactures label directions.

2.) **CAULKING:** Caulk all, door frames, window frames, sinks, toilets, back-splash, light fixtures and any other potential voids or as specified by the owner or General Contractor. Apply an even uniform bead of Sherwin-Williams ProSelect™ Sher-Max Caulking. Read all manufactures label directions.

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3.) **INTERIOR DRYWALL SURFACES FINISH COAT:** Apply two coats of Sherwin-Williams ProMar 200 0 VOC Latex Eg-Shell, apply at 4 mils wet to achieve a 1.4 mil dry film. Do not reduce. Read all manufactures label directions.

4.) **EPOXY SYSTEMS BATHROOM AREAS INTERIOR DRYWALL SURFACES FINISH COAT:** Apply two coats of Sherwin-Williams Pro-Industrial Pre-Catalyzed Waterbase Epoxy Eg-Shell, apply at 4 mils wet to achieve a 1.4 mil dry film. Do not reduce. Read all manufactures label directions.

5.) **METAL DOORS & FRAMES:** Apply two coats of Sherwin-Williams 0 VOC Acrylic Coating Semi-Gloss, apply at 4 mils wet to achieve a 1.4 mil dry film per coat. Do not reduce. Read all manufactures label directions, spot primed with Pro-Cryl Universal Primer if necessary.

6.) **METAL HANDRAILS & STEEL STAIRS/STRINGERS:** Apply two coats of Sherwin-Williams 0 VOC Acrylic Coating Semi-Gloss, apply at 4 mils wet to achieve a 1.4 mil dry film per coat. Do not reduce. Read all manufactures label directions, spot primed with Pro-Cryl Universal Primer if necessary.

**CONTRACTOR RESPONSIBILITIES:**

A. The Contractor shall supply all necessary labor, materials and equipment necessary for the total completion of the required work as per the Sherwin-Williams Specifications. The Contractor shall be responsible for and use care in the protection of the occupants’ property; such as screens, windows, shrubbery, and walkways, and shall protect other areas not in this scope of work from paint and/or damage. If such damage occurs, the Contractor shall be solely responsible for the restoration of such damages as the result of the Contractor's or any employees of the contractor, except as noted below. The Contractor shall work with the manager to arrange for all automobiles and other vehicles to be removed from the work area adjacent to the work area to safeguard against possible damage.

B. All work shall be performed in a workmanlike manner by skilled mechanics and shall be carried out in such a way as to minimize any inconvenience to the occupants and tenants. The Contractor shall maintain a full work force from the start to the completion of the project, providing a qualified foreman on the jobsite at all times. The contractor shall ensure that all such mechanics shall be fully and properly clothed in identifiable uniforms while working on the premises or entering any part of the work area.

C. All ladders and other materials shall be secured at the end of each workday. Upon completion of the work, the Contractor shall promptly remove all debris, material, and equipment, etc., and shall leave the premises of the jobsite clean and orderly.

D. The Contractor shall deliver, or have delivered, necessary materials in unopened containers with the original labels and batch numbers clearly visible. All materials shall be used in strict adherence to the manufacturer's written specifications and/or recommendations. Follow all label directions.
E. The Contractor shall arrange with the manager for working space, space for material storage, and proper access to the areas where the work is to be performed.

OWNER’S RESPONSIBILITIES:

The owner shall provide proper water and electric service for the preparation of materials and equipment necessary to complete the work. Use of sanitary facilities shall be by mutual consent.

It shall be the responsibility of the Owner to perform any trimming or pruning of foliage necessary to prevent any problems with the requirements of the coating work. The Owner shall be responsible to remove or protect loose objects in the work area that are not included in this scope of work. If such items are not removed, the contractor shall exercise due diligence to protect any such items, but will not be responsible for any damages.

The Owner shall be responsible for providing proper parking space for vehicles, and equipment as necessary to complete all work.

Whenever possible, exterior work shall be performed from the exterior of the building. However, in the event it becomes necessary to enter the building the Owner shall be present for access and be in attendance for building entry.

SAFETY AND PUBLIC CONVEYANCE:

The Contractor shall rope off and erect warning signs in areas where overspray, dripping or any chance of damage or injury could occur. The contractor shall be responsible for job safety administration, (including tools, equipment, and work methods), and must be in compliance with applicable OSHA safety regulations.

LICENSES, PAYROLL, AND INSURANCE:

The Contractor shall produce all necessary county and local licenses, and permits where applicable. The Contractor shall also furnish copies of proper insurance, covering liability, property damage, workman’s compensation and vehicle insurance and shall keep such insurance in force during the course of the prescribed work. The Contractor shall maintain a good credit rating with the Sherwin-Williams Company, in accordance with their terms and provisions, for the purpose of obtaining all necessary materials during the course of work.

SURFACE PREPARATION:

Proper surface preparation is the responsibility of the Contractor. Surfaces shall be prepared in accordance with methods accepted as industry standards. The following is a set of recommendations necessary to achieve the proper surface of the substrate to allow for the long-term adhesion of the specified coatings. Test applications of each coating are the responsibility of the contractor, to ensure compatibility with the substrate, and adhesion and other characteristics of the new coating, as well as any previous coatings. As new coatings dry, the surface tension created by the curing process can cause peeling if there is insufficient adhesion of any of the underlying paint films. Certain colors may require more than one coat to properly cover the existing substrate color, and allowances must be made for this and coverage determined prior to the beginning of the job. Adhesion tests must be done.
Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Coating performance is affected by proper surface preparation and application. Coating integrity and service life will be reduced because of improperly prepared surfaces. As high as 80% of all coatings failures can be directly attributed to inadequate surface preparation that affects coating adhesion. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F.

Many times as works progresses situations arise that are unforeseen or problems are uncovered that are outside of the scope of the Contractor's work. When such situations arise, stop work on this area and the Owner and Contractor should come to some mutual agreement prior to the resumption of work. At no time is the Contractor to continue such new work without written agreement from the Owner if any additional charges are to be billed beyond the original contract amount.

**PRESSURE CLEANING:**

The Contractor is to chemically clean with a bleach solution of 1 gallon of liquid household bleach and 3 gallons of warm water and pressure clean with a minimum 3000 psi pressure washer using a 15-25 degree spray tip to remove all mildew, peeling, blistering and flaking paint, excessive chalk residue, salt and other foreign matter, and by means of wire brushing or hand tool scraping.

**EXTERIOR MASONRY SEALER:**

The Contractor is to apply a uniform coat of Sherwin-Williams Loxon® Clear or Pigmented Conditioner to all surfaces prior to painting or repairing. Application is to be made to all pressure cleaned exterior surfaces to be painted. Do not reduce. Follow package directions.

**EXTERIOR STUCCO-MASONRY SURFACES**

All loose or broken masonry must be removed. After mildewcide, and pressure cleaning, apply sealer prior to repairing cracks. Repair all hairline cracks as required using Sherwin-Williams Vertical Wall Patch, (7331366 or 7331457). Cracks less than 1/16" shall be filled with brush grade sealants, and have the edges feathered to insure a uniform surface with the surrounding surfaces. All masonry cracks greater than 1/16" shall be tooled out to form a 'v' shape. Completely fill all cracks with brush grade sealant over the patch to cover it to a depth of 1/16" then feathered to blend in with the surrounding stucco surface and texture as closely as possible.
Any areas where spalling, (breaks where stucco or concrete was), is evident, are to be treated by removing all affected loose stucco or concrete, then chipping out enough stucco or concrete to adequately expose enough of the metal to be able to prime properly. All exposed metal surfaces shall be wire brushed to remove all surface rust, then primed with Sherwin-Williams Kem Kromik Universal Metal Primer, (B50NZ6/B50WZ1). After sealing, the area shall then be patched to blend in with the surrounding area.

CAULKING:

All perimeter joints are to be inspected. All deteriorating caulking shall be removed as well as any dirt or foreign matter and then properly replaced with Sherwin-Williams ProSelect™ Sher-Max Caulk, according to the manufacturer’s recommendations. The Contractor shall seal all perimeter joints around windows and doors, and any stucco band, expansion joints, or other areas where water intrusion may result. Tool it after application.

COATINGS AND APPLICATIONS:

EXTERIOR MASONRY SURFACES:

STUCCO/MASONRY & WOOD SURFACES:
Apply Sherwin-Williams SuperPaint Exterior Coating Flat Finish, to all painted stucco/masonry and wood surfaces. Apply at 4 mils wet to achieve a 1.4 mils dry film thickness. **NOTE:** Review all colors prior to any application, test sample should be applied and approved by the owner or owners representative.

EXTERIOR WOOD SURFACES:

Any bare wood to be painted shall be primed with Sherwin-Williams A-100 Alkyd Exterior Wood Primer, (Y24W20), which is an exterior oil based primer to be applied at a wet film thickness of 4 mils to achieve 2.2 mils dry film thickness. Caulk should be applied after priming. The finish coat shall also be SuperPaint Flat or Satin.

Special Note: Wood substrates in Florida, both painted and unpainted are subject to weather related damage and deterioration at a much greater rate than masonry, stucco, etc. Look for areas of rot, checking, cracking, mildew, mold, and other indications of substrate contaminants and/or failure. These areas should be repaired or replaced prior to painting. Warranties do not extend to the protection of the wood substrates from local weather conditions.

ENTRY DOORS AND OTHER METALS:

All entry doors must be spot primed before topcoating. Carefully ensure that any existing rust is prepared as below, prior to priming. All doors to be painted shall be primed with Sherwin-Williams Pro-Cryl Universal Metal Primer, Pro-Cryl Universal shall also be used where necessary for spot priming of ferrous metal gutters, or other exposed ferrous metal surfaces. The finish coat for entry doors and other special metals shall be Sherwin-Williams 0 VOC Acrylic Coating. Any wood doors shall be primed with Sherwin-Williams A-100 Alkyd Exterior Wood Primer, (Y24W20) applied at a wet film thickness of 4 mils to achieve 2.2 mils dry film thickness prior to topcoating.
Any aluminum surfaces to be painted shall be cleaned as above and also solvent cleaned per SSPC-SP 1. Before priming with Sherwin-Williams DTM Acrylic Primer/Finish, wipe clean with lacquer thinner and allow too dry prior to priming. Do not use mineral spirits or other hydrocarbon based solvents.

Any other galvanized metal to be painted should be solvent cleaned per SSPC-SP1, with a non-hydrocarbon based solvent, and then primed with DTM Primer/Finish as required above for any rust spots. If surface has significant rust, then prepare per SSPC-SP2, then clean and prime as above.

**RESTORATION (if necessary)**

**Sher-Crete Rebar Coating and Bonding Agent** provides a bond to cement based materials and to protect reinforcing steel against corrosion. Bonding agent should be applied at 70-80 ft 2 per gal. at 20 mils wet.

**Sher-Crete Thin Coat** is cement based patching mortar, surface leveler, and ground coat reinforced with fibers to resist cracking. It can be used for vertical or horizontal surfaces applied at 1/8 to 1/2 inch thick or in lifts for deeper applications.

**Sher-Crete Trowable Mortar** with corrosion inhibitor is a polymer-modified, cement-based mortar for structurally repairing or overlaying deteriorated concrete. On vertical and horizontal surfaces from depths 1/4 to 2 inches or extend it with aggregate for deeper applications.

**Sher-Crete Vertical/Overhead mortar with CI** with corrosion inhibitor is a single component, polymer-modified, cement-based mortar for structurally repairing deteriorated concrete. Use on vertical or overhead surfaces for repairs from 1/2 to 2 inches depth or apply in lifts for deeper applications.

**Sher-Crete Deep Pour Mortar** with corrosion inhibitor is a single –component cement based mortar for structurally repairing or overlaying deteriorated concrete. Use on horizontal surfaces for repairs from depths to 1/2 to 4 inches in depth.

**Sher-Crete Extended Deep Pour** with corrosion inhibitor is a single component cement-based mortar for structurally repairing or overlaying deteriorated concrete. Use on horizontal surfaces for repairs deeper than 1 1/4 inches depth.

**SUBMITTALS:**

Owner is to be supplied with applicable Sherwin-Williams Color Answer Color Decks, if necessary. All manufacturers’ data specification sheets for materials used on the job shall be provided to the Owner's representative, as well as a sample warranty and general maintenance information.

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