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
EARLY CAREER ACADEMY
(A PUBLIC SCHOOL ACADEMY)

CONFIRMING THE STATUS OF
EARLY CAREER ACADEMY
AS A
PUBLIC SCHOOL ACADEMY

DATED:
JULY 1, 2014
GENERAL INDEX

Contract Schedules

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Method of Selection Resolution, dated November 7, 2013
Authorization Resolution, dated November 7, 2013

Schedule 2: Articles of Incorporation

Schedule 3: Bylaws

Schedule 4: Fiscal Agent Agreement

Schedule 5: Master Calendar of Reporting Requirements (MCRR)

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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 Early Career Academy (the "Academy"), to be effective July 1, 2014, 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 Eleventh and Twelfth 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
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 a majority vote of the University Board members attending a University Board meeting. Upon University Board 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
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 Workers’ 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);

g) Employment Practices Liability insurance with a minimum of one million dollars ($1,000,000) per claim/aggregate (Claims Made or Occurrence Form); and

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.

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
Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. 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 Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Revocation or Termination of Contract. If the Academy’s Contract issued by the Grand Valley State University Board of Trustees is 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 380.1618, 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. 371 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:
Board President
Early Career Academy
1522 East Big Beaver Road
Troy, MI 48303

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, 2014, and shall remain in full force and effect for seven (7) years until June 30, 2021, 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, 2021, 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, 2014, 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 Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: [Signature]
University President or his/her designee

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

EARLY CAREER ACADEMY

By: [Signature]
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 NOVEMBER 1, 2013:

Authorization of Early Career 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 Early Career Academy (“Academy”), located at 1522 East Big Beaver Road, Troy, MI 48303, 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>
</tr>
</thead>
<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>
</tr>
</tbody>
</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>
</tr>
<tr>
<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:

4
George Corser 1 year term expiring June 30, 2014
Brian J. Fifelski 2 year term expiring June 30, 2015
Joyce L. Memminger 2 year term expiring June 30, 2015
Jennifer L. Meyers 3 year term expiring June 30, 2016
Elisabeth B. Nevitt 3 year term expiring June 30, 2016

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 hereto affixed this 7th day of November 2013.

[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 ARTICLES OF INCORPORATION - NONPROFIT

for

EARLY CAREER ACADEMY

ID NUMBER: 71542C

received by facsimile transmission on January 31, 2014 is hereby endorsed.

Filed on January 31, 2014 by the Administrator.

This 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 31st day of January, 2014.

Sent by Facsimile Transmission

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau
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 Articles:

ARTICLE I

The name of the corporation is: Early Career 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.
   c. Donations
   d. Fees and charges permitted to be charged by public school academies.
   e. 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: **Joseph B. Urban**

2. The address of the registered office is:

   151 S. Old Woodward, Suite 200, Birmingham, Michigan 48009

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

   _____________________________. Michigan _______________________

   (Street Address)               (City)               (ZIP Code)

ARTICLE V

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

Name                      Residence or Business Address
Joseph B. Urban            151 S. Old Woodward Avenue, Suite 200
                           Birmingham, MI 48009

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

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

1. **Method of Selection and Appointment of Academy Board Members:**
   a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations
may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

b. **Subsequent Academy Board Member Nominations and Appointments:**
Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

c. **Exigent Appointments:** When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

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

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

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

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

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

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

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

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

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

9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:
# of Academy Board positions | # required for Quorum
--- | ---
Five (5) | Three (3)
Seven (7) | Four (4)
Nine (9) | Five (5)

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

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

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

ARTICLE XIV

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

ARTICLE XV

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

I, the incorporator sign my name this 27\textsuperscript{th} day of January, 2014.

[Signature]

Joseph B. Urban
SCHEDULE 3

BYLAWS
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## BY LAWS

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Certification
BYLAWS
OF
EARLY CAREER ACADEMY

ARTICLE I

Early Career Academy

This organization shall be called Early Career 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 1522 East Big Beaver Road, Troy, MI. 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 of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

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

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

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

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

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

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

8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

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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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</tr>
<tr>
<td>Nine (9)</td>
<td>Five (5)</td>
<td>Five (5)</td>
</tr>
</tbody>
</table>

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 statues 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 statue concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

**ARTICLE V**

**MEETINGS**

Section 1. **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 for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8. **Treasurer.** The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall 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 of 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.
CERTIFICATION

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

March, 2014.

[Signature]

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 Early Career 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:  

[Signature]

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

Date: February 4, 2014
SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS
## Public School Academy / School of Excellence
### Master Calendar of Reporting Requirements
#### July 1, 2014 – June 30, 2015

<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 2014-2015 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 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 1</td>
<td>Copy of Notice of Public Hearing for Annual Operating Budget for 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 1</td>
<td>Copy of Parent Satisfaction Survey and Results from 2013-2014, if applicable.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 25</td>
<td>DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2013-2014 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 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 1</td>
<td>Board Resolution appointing Chief Administrative Officer for 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 1</td>
<td>Board Resolution appointing Freedom of Information Act Coordinator for 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 1</td>
<td>Board Designated Legal Counsel for 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 1</td>
<td>Board adopted Annual Calendar of Regularly Scheduled Meetings for 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 20</td>
<td>Annual Education Report 2013-2014 academic year to be submitted and presented at a public meeting</td>
<td>CSO</td>
</tr>
<tr>
<td>August 29</td>
<td>4th Quarter Financial Statements – quarter ending 06/30.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 4</td>
<td>Organizational Chart for 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 4</td>
<td>Board approved Student Handbook 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 4</td>
<td>Board approved Employee Handbook 2014-2015.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 4</td>
<td>Copy of School Improvement Plan covering 2014-2015 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 2014.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 8</td>
<td>Unaudited Count Day Submission</td>
<td>CSO</td>
</tr>
<tr>
<td>October 10</td>
<td>Audited Financial Statements for fiscal year ending June 30, 2014. (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 10</td>
<td>Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2014, 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 10</td>
<td>Annual A-133 Single Audit for year ending June 30, 2014 is required if over $500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.</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 10</td>
<td>DS-4898 PSA Preliminary Pupil Membership Count for September 2014 Enrollment and Attendance for 1st &amp; 2nd Year PSAs and Academies who added grade levels. (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 1</td>
<td>Academy’s Technology Plan covering 2014-2015 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 2014-2015 signed by a representative of the Academy.</td>
<td>CSO</td>
</tr>
<tr>
<td>January 30</td>
<td>2nd Quarter Financial Statements – quarter ending 12/31.</td>
<td>CSO</td>
</tr>
<tr>
<td>January 30</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>February 18</td>
<td>Winter Count Day Submission.</td>
<td>CSO</td>
</tr>
<tr>
<td>March (TBD)</td>
<td>Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools)</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 2015-2016.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 2</td>
<td>Certificate of Boiler Inspection covering years 2014-2015</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Board Approved Amended Budget for 2014-2015 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>2014-2015 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, 2015 independent financial audit.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Food service license expiring 04/30/2016.</td>
<td>CSO</td>
</tr>
</tbody>
</table>
Ongoing Reporting Requirements  
July 1, 2014 – June 30, 2015

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>
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>REQUIRED BOARD POLICIES</th>
<th>SUBMIT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274</td>
<td>CSO</td>
</tr>
<tr>
<td>Use of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179</td>
<td>CSO</td>
</tr>
<tr>
<td>Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a</td>
<td>CSO</td>
</tr>
<tr>
<td>Search and Seizure Policy (date of approval). Reference: MCL 380.1306</td>
<td>CSO</td>
</tr>
<tr>
<td>Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&amp;(9); MCL 37.1402</td>
<td>CSO</td>
</tr>
<tr>
<td>Board Member Reimbursement of Expenses Policy (date of approval). Reference: MCL 380.1254; MCL 388.1764b</td>
<td>CSO</td>
</tr>
<tr>
<td>Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299</td>
<td>CSO</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). Reference: MCL 324.8316, 380.1256</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Nondiscrimination and Access to Equal Educational Opportunity Policy</strong> (date of approval)</td>
<td>CSO</td>
</tr>
<tr>
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</tr>
</tbody>
</table>

| **Academy Deposit Policy** (date of approval). | CSO |
| PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract | |

| **Parental Involvement Policy** (date of approval). | CSO |
| Reference: MCL 380.1294 | |

| **Wellness Policy** (date of approval). | CSO |
| Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773 | |
### Calendar of Additional Reporting Requirements and Critical Dates

**July 1, 2014 – June 30, 2015**

*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). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.</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 (&quot;SRSD&quot;) 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</td>
</tr>
<tr>
<td>May 31</td>
<td>onsite review scheduled and conducted by Quality Performance Resource Group. No</td>
<td>required.</td>
</tr>
<tr>
<td>(as</td>
<td>submission required.</td>
<td></td>
</tr>
<tr>
<td>scheduled)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June</td>
<td>MEIS/ Single Record Student Database (&quot;SRSD&quot;) 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
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 back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(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.
EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

DATED
May 15, 2014
BETWEEN
ESI SERVICE CORP.
AND
EARLY CAREER ACADEMY, INC.
This EDUCATION PRODUCTS AND SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of May, 2019 by and between ESI Service Corp., a Delaware Corporation ("ESI") and wholly owned by ITT Educational Services, Inc. and Early Career Academy, Inc., a non-profit education corporation formed under Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Complied Laws.

RECITALS

WHEREAS, the Charter School is a public school academy, organized under the Code. The Charter School has received a Public School Academy Contract and Related Documents (the "Contract") from Grand Valley State University ("GVSU") to organize and operate a public school academy, with GVSU as the authorizing body. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

WHEREAS, ESI has a proven record of providing innovative educational products and services to students pursuing a higher education degree and successfully managing the day-to-day operation of educational programs, including but not limited to providing the "Educational Products and Services" as defined in Section 1.12 below;

WHEREAS, the Charter School desires to contract with ESI to provide such Educational Products and Services, and ESI desires to contract with the Charter School to provide such Educational Products and Services; and

WHEREAS, the Charter School and ESI desire to create an enduring educational affiliation hereunder the Charter School and ESI will work together to bring educational excellence and innovation to the Charter School based on ESI's school design expertise, comprehensive educational program, institutional principles and management methodologies. ESI shall work to understand the specific vision and design of the Charter School Board and shall use best efforts to realize the educational goals and objectives of the Charter School Board, as envisioned by the Charter School Board.

In order to facilitate the commencement of school for the 2014-2015 school year and the continuation of school thereafter, and implement an innovative educational program at the school, the parties desire to establish this arrangement for the management and operation of the Charter School's educational and administrative activities, and functions.
NOW THEREFORE, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Definitions.**

   1.1 **Academic Year** shall mean the school year as defined by the School Calendar (as defined in Section 1.2C).

   1.2 **Administrative Staff** shall include the employees of ESI holding the positions described in Section 0.

   1.3 **Affiliate** shall mean any entity controlling, controlled by, or under common control with, ESI. ITT Educational Services, Inc. and its affiliates shall be deemed Affiliates of ESI.

   1.4 **Authorizer** shall mean Grand Valley State University.

   1.5 **Budget** shall mean the operating budget for the Charter School, as approved by the Charter School Board according to the provisions of Section 0.

   1.6 **Charter** shall mean the authorization to operate a Charter School granted by the Authorizer that specifies the Charter School’s mission, program, goals, students served, methods of assessment, ways to measure success, or any such other provisions allowed or required by the Charter School Law. The terms of this Agreement shall be subject to the Charter, which is incorporated here by reference. Any conflict between the Charter and this Agreement shall be reconciled in favor of the Charter.

   1.7 **Charter School Board** shall mean the Board of Directors of the Charter School.

   1.8 **Charter School Law** shall refer to Michigan Code and relevant state statutes and regulations.

   1.9 **Career Academy Counselors** shall mean employees who perform the responsibilities described in Section 3.5(e).

   1.10 **Confidential Information** shall have the meaning set forth in Section 0 of this Agreement.

   1.11 **Course(s)** shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in Sections 0 and 0, respectively) that shall meet the educational content or other standards established by the State of Michigan in order to be recognized for high school credit in grades 11-12.

   1.12 **Educational Products and Services** shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below.

   1.13 **Eligible Students** shall have the meaning set forth in Section 0 of this Agreement.
1.14 “Enrolled” shall apply to a Student (as hereinafter defined) who: (a) has completed all of the requirements for admission to the Charter School; (b) has been notified of his/her acceptance by the Charter School; (c) has not been expelled or withdrawn from the Charter School; (d) has not enrolled in another full-time public or private school; and (e) for whom the enrollment requirements of the Charter School have been met.

1.15 “Facility” means the building from which educational services are provided to Students. The Facility shall also house the administrative offices of the Charter School.

1.16 “Instructional Materials” shall mean, collectively, the Tangible Instructional Materials, described in Section 0, and the Intangible Instructional Materials, described in Section 0 below.

1.17 “On-Site Teachers” are Teachers employed in accordance with the terms of the Charter and in connection with the provision of Educational Products and Services pursuant to the terms of this Agreement. On-Site Teachers typically provide face-to-face instruction at the Facility.

1.18 “Parent/Guardian” shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student’s parent or legal guardian, or the Student if over 18 or legally emancipated.

1.19 “Performance Review” shall mean a review of ESI’s performance under this Agreement, conducted at the Charter School Board’s discretion, the design, performance criteria, and the methodology which shall be developed by the Charter School Board in consultation with ESI.

1.20 “School Calendar” shall be the days when the Educational Services under this Agreement will be delivered to Students and Teachers, as defined by the School Handbook. ESI will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Michigan law. The School Calendar for each Academic Year is subject to prior approval by the Charter School Board and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

1.21 “School Handbook” shall mean the set of policies, rules and guidelines that are to be followed by Students. The initial School Handbook and any material changes thereto shall be subject to the approval of the Charter School Board.

1.22 “Special Needs Students” shall mean Students who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended (“IDEIA”), or Section 504 of the Federal Rehabilitation Act of 1973.

1.23 “Student” shall mean a person who is Enrolled in the Charter School.

1.24 “Student Records” shall mean those “educational records,” as defined in the Family Education Rights and Privacy Act (“FERPA”), 20 USC 1232g(a)(4)(A), which the Charter School or ESI is required to retain in accordance with state law.

1.25 “Teachers” are persons employed to provide educational instruction to Students.

1.26 “Term” shall have the meaning set forth in Section 0 of this Agreement.
2. Rights and Obligations of the Board.

2.1 Appointment. The Charter School Board represents that it is authorized by law to contract with a private entity for that entity to provide educational management services. The Charter School Board hereby appoints and engages ESI for the purpose of providing managerial administrative and educational services to the School more specifically described herein.

2.2 Governance. The Charter School Board shall be responsible for the oversight, but not the day-to-day management, of the School.

    2.2.1. ESI and the Charter School shall work together to implement student due process hearings as outlined in the Charter School’s code of conduct in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records.

2.3 Maintenance of Charter. The Charter School Board has the obligation to comply with the provisions of and to maintain the Contract, granted by the GVSU, for establishment of the School in accordance with the Code and in accordance with all other applicable federal and state laws.

2.4 Communication with ESI.

    2.4.1. Third-Party Complaints. The parties intend that complaints made by third parties shall be resolved at the lowest level possible, consistent with principles of good governance. Complaints about the ESI received by the Board or its agents shall be routed to the Charter School Board President and promptly to ESI’s representative. Complaints about the Charter School Board or its agents shall be promptly routed to the Charter School Board President.

2.5 Evaluation of ESI. ESI shall cooperate fully with the Charter School Board in the Charter School Board’s review of the progress of ESI towards educating the children in accordance with the Charter. Any evaluation of the ESI must not disrupt the educational process. The first evaluation under this Agreement shall not commence prior to the completion of one full academic year. Thereafter, evaluations shall be conducted annually per a mutually agreed upon schedule.

2.6 Student Enrollment. ESI and the Charter School Board shall work cooperatively in recruiting and admitting students to the School, subject to the Code, School Policies, and any and all other applicable federal and state laws and regulations. ESI shall be responsible for the faithful administration of the School’s recruitment, admissions, lottery and enrollment processes in accordance with the Contract.

2.7 Legal Status and Tax Status. The School is a public school academy established by a charter issued by GVSU. The Charter School Board is organized as a Michigan non-profit corporation.
2.8. **Publicity.** The Charter School Board shall not refer to the ESI or any entity affiliated with the ESI in any advertising or other publication in connection with goods or services rendered by the ESI without the prior written approval of the ESI.

2.9. **Governing Board Training.** Prior to the opening of the school, all Board members shall participate in formal School Governing Board Training in a manner and form acceptable to the Authorizer. All Board members shall participate in formal School Governing Board training each year the School is open as well as a self-evaluation on Charter School Board best practices in a manner required by the Authorizer.

2.9.1. **Status of the Parties.** ESI is not a division or any part of the Charter School. The Charter School is a body corporate and governmental entity authorized under the Code and is not a division or a part of ESI. The relationship between the parties hereto was developed and is entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties hereto.

3. **Rights and Obligations of Manager.**

3.1 Consistent with the obligations of the Charter School Board under the Code, School Policies, and any and all applicable federal and state laws and regulations, ESI shall have the following rights and obligations in connection with the operations:

(a) The faithful implementation of the education program and program of instruction designated in the Contract, inclusive of all special education program requirements.

(b) Execution of the Board-adopted curriculum designated in the contract, as well as implementing the applicable grade levels and subjects designated in the Contract.

(c) Professional development for directors, instructional personnel, and other administrative staff.

(d) Management and administration of the School, its facilities and programs.

(e) All extra-curricular programming, including but not limited to before and after school care and programs, implemented in connection with the School.

(f) Strategic Planning. ESI shall work with the Board to design strategic plans for the continuing educational and financial benefit of the Academy.

(g) Legal Requirements. ESI shall provide educational programs that satisfy federal, state, and local requirements, and the requirements imposed under the Code and the Contract.

(h) Rules and Procedures. ESI shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Board.
(i). School Year and School Day. The school year and the school day shall be as provided in the Contract. The number of days of pupil instruction and the number of hours of pupil instruction shall not be extended beyond the minimum number of hours and days of pupil instruction required under applicable law unless ESI consents to such extension.

(j). Authority. ESI shall have all authority and power necessary to undertake its responsibilities described in this Agreement, except in cases wherein such power may not be delegated by law.

(k). Additional Grades and Student Population. ESI shall make recommendations to the Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for in the Contract.

(l). Student Recruitment. The Board shall be responsible for establishing the recruitment and admission policies for the Charter School. ESI shall implement such policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

(m). Manager and the Academy shall work together to implement student due process hearings as outlined in the Academy's code of conduct in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records.

3.2. ESI shall be responsible for procuring the services set forth in this Section 3.2 and may subcontract with public or private entities or with private persons, in the name of the Charter School and as set forth in the Budget and as approved by the Charter School Board, in furtherance of the objectives of this Agreement for:

- Food and transportation;
- Custodial services, supplies and equipment;
- Special education services;
- Construction management of new buildings and/or improvements to existing building sites as approved by the Board and within the availability of adequate financing; and
- Any other services as consented to by the Board that ESI deems reasonable and necessary to achieve the goals of the Board and ESI, including but not limited to nursing, after-school programs, security, drafting requests for proposals, and drafting grant applications.
The Charter School shall meet in a prompt manner sufficient to allow for contracts with service providers to be executed in adequate time for the proper functioning of the school. In the event ESI elects to subcontract any portion of the aforementioned functions, it shall not be relieved of its obligation to answer to the Board for the quality and efficacy of such services, including the obligation to ensure that such services are performed by qualified personnel, subject to appropriate credentialing and criminal and unprofessional conduct checks.

3.3. **Student Outcomes.** ESI shall provide to the Board the reports set forth in this Agreement for the Board's review and approval, and shall set student standards for performance which shall meet or exceed the minimum standards established by the Contract.

3.4. **Reporting by ESI.** ESI shall submit an annual report to the Board before the beginning of the following academic year, reporting its progress towards attaining student outcomes. The report shall contain information regarding student achievement by grade level on required norm-reference tests. Manager may, at its sole discretion, submit its annual report through the Director, and/or the Academic Quality Control officer.

3.4.1. ESI shall otherwise provide to the Board all reports required in the form and timing required by the Charter and applicable law.

3.4.2. In the event the Authorizer exercises its prerogative under the Charter to reconstitute the Academy by requiring the termination or amendment of this agreement, ESI agrees that this Agreement shall be amended as required without cost or penalty to the Academy and with no recourse to the Authorizer or any third party affiliated with or engaged by the Authorizer by ESI or any subcontracted person or entity. In the event that ESI is not agreeable to any amendments to this Agreement pursuant to this Paragraph, ESI may terminate the Agreement.
3.4.3. ESI shall provide full opportunity for the Board to observe the ESI’s educational processes, review curriculum, review appropriate data, and meet and confer with designated ESI contacts, provided arrangements are made in advance with the ESI and provided the educational process is not disrupted. Any formal contact regarding this Agreement between Board Members and School staff must be made through the ESI. However, the Board, acting reasonably and pursuant to its responsibilities under the Contract, may require ESI staff to attend meetings of the Board and report.

3.4.4. ESI shall report regularly through reports submitted by the School Director at each Board Meetings or at other times, as necessary. All reports will comply with the timing and format required by the Academy’s authorizer.

3.4.5. Promptly upon request of the Board or Authorizer, ESI agrees to make all Academy financial and educational information ("Academy Records") available to the Board or the Authorizer for their review. ESI may provide the Academy Records in electronic form or hard copy. Academy Records shall be made available to the Board or the Authorizer at the Academy site or at such other location acceptable to the parties.

3.4.6. ESI will provide to the Authorizer, with the appropriate level of advanced review and approval of the Board, reports required by the Authorizer’s master calendar on the dates and times, and in the format specified, in the master calendar.

3.4.7. ESI shall provide to the Academy in the format requested by the Board all information and documentation sufficient to satisfy the Board’s requirements under the Contract, including but not limited to, the transparency reporting information required to comply with MCLA 388.1618 and MCLA 380.503(6)(M).

3.5. Fees. Fees may only be charged to students in accordance with applicable provisions of the Code, School Policies, and any other applicable federal or state laws or regulations. No fees may be charged or assessed to students by the Board without the prior written approval of the Manager.

3.6. Academy Records. The Academy Records are Academy property and are subject to inspection and copying by the Academy Board and the Authorizer and by the public to the same extent that records of any other public school are subject to inspection and copying pursuant to the Michigan Freedom of Information Act. All Academy Records shall be physically or electronically available in directly accessible form, upon request, at the Academy. A copy of the employee handbook shall be maintained physically on site or be directly accessible at the Academy facility. All such requests for copies will be made to the school Director, and the person making the request will be provided access to the records within one week and will be charged reasonable copying and labor costs.

3.7. Budget. All revenues will be used as prescribed by their source. Manager, either through one of its employees, or through the Director, and/ or Business Manager, shall prepare and present to the Board a detailed recommended budget for each fiscal year (the "Proposed Budget"), in the manner and form prescribed by the Uniform Budget and Accounting Act, as well as the authorizer. The Proposed Budget shall show, at the object level in the Michigan Chart
of Accounts format, each area of expenditure as a separate line item. The Board shall review the Proposed Budget with Manager and, in such review, shall recognize the expertise of the Manager in the management and operation of educational programs.

3.8 No Markup. ESI shall not mark up costs for supplies, materials, equipment or services procured by ESI on behalf of the Charter School and will inventory all supplies, material and equipment located at the Academy and provide same to the Academy Board.

3.9 Assistance to the Academy’s auditor in its performance of annual audits in compliance with state law.

3.9.1. Reports on Academy operations, finances and student performance, upon the request of the Academy, DPS or the State of Michigan, but not less frequently than four (4) times per year.

4. Educational Products to be Provided by ESI.

During the Term, ESI shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 0, which may be adjusted from time-to-time upon the approval of the Charter Board.

4.1 Tangible Instructional Materials. A non-exclusive, non-transferable, royalty-free sub-license to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement ("Tangible Instructional Materials"). The Charter School acknowledges and agrees that ESI, its Affiliates, and/or their vendors, or both, are the sole owners of the Tangible Instructional Materials and that any payments to ESI for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by ESI of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by ESI to the Charter School, the Authorizer, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with ESI, its Affiliates, and/or their vendors, or both, as the case may be. ESI shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer Enrolled, whichever is sooner. ESI may invoice Students for any Tangible Instructional Materials that are not returned, unless prohibited by applicable law. ESI and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student or Parent/Guardian retains or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional Materials are listed in the Charter School’s Program Guide as being available in both physical and electronic form, ESI may provide either version.

4.2 Intangible Instructional Materials. A non-exclusive, non-transferable, royalty-free, sub-license to use intangible educational materials that may include items such as online lesson content, lesson plans, and other intangible educational materials included in any Courses listed in the Charter School’s Program Guide during each applicable Academic Year during the Term of this Agreement ("Intangible Instructional Materials"). The Intangible Instructional Materials shall be approved by the Charter School Board. The Charter School acknowledges and agrees
that ESI, its Affiliates, and/or their vendors are the sole owners of the Intangible Instructional Materials and that any payments to ESI for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year, for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by ESI of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by ESI to the Charter School, the Authorizer, the Students or Teachers of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with ESI, its vendors, or both, as the case may be.

4.3 **Computer Hardware and Software.** ESI shall provide the Charter School with: (a) such computer hardware, software, or both, that shall meet or exceed any specifications in the Charter or required by law, for each Student who Enrolls, and (b) any hardware, software, or both, required by Administrative Staff or Teachers (collectively “Hardware and/or Software”). Any Hardware and/or Software provided by ESI to the Charter School or a Student will be the exclusive property of ESI or its contractors and will be returned within a reasonable period of time after the termination of this Agreement or when the Student to whom such Hardware and/or Software was provided is no longer Enrolled, whichever is sooner. The Hardware and/or Software may be updated from time-to-time with the approval of the Charter School Board. To the extent that such Hardware and/or Software are not recovered, ESI may invoice Students, unless prohibited by law, for any Hardware and/or Software not returned. ESI and the Charter School shall cooperate to ensure that such Hardware and/or Software provided by ESI is, to the extent possible, recovered and returned to ESI, and agree that no Student, Parent/Guardian, Administrative Staff, or Teacher obtains ownership of any such Hardware and/or Software.

4.4 **Office Products and Supplies.** ESI to provide office supplies, office equipment, furniture, and office-related products. The Charter School acknowledges and agrees that ESI, its Affiliates and/or their vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by ESI to the Charter School of such Office Products and Supplies provided under this Agreement. To the extent that the Charter School does not obtain such Office Products and Supplies as described in this Section from ESI, then the Charter School shall be responsible for providing them at its own cost. Any Office Products and Supplies purchased by the Charter School shall remain the property of the Charter School in the event of termination of this Agreement.

5. **Educational Services.**

During the Term, ESI shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 0, which may be adjusted from time-to-time upon the mutual written agreement of both Parties.

5.1 **Relationship Manager.** One or more employees of ESI shall act as the relationship manager, with responsibility for working with the Charter School to evaluate instructional and programmatic offerings and activities, identify and resolve problems, issues and challenges that may arise, and to make recommendations regarding more effective coordination and collaboration between the Parties.
5.2 Administrative Staff.

(a) Executive Director. ESI shall employ a person who shall be designated as the “Executive Director” of the Charter School. The Charter School Board shall have the right to review, but not approve ESI’s selection of the Executive Director the Executive Director. ESI may terminate the Executive Director at any time without the approval of the Charter School Board or the Charter School Board’s designee. The decision to hire or fire is left with ESI.

(b) Other Clerical or Support Administrative Positions. ESI may also employ one or more individuals in clerical or support positions as may be required to support school operations. Such individuals may be employed in a full-time capacity or contracted for a percentage of their time specifically serving the Charter School.

(c) Responsibility. The Executive Director shall work to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Charter School Board, supervising administrative personnel, inspiring Teachers to teach and inspiring Students to learn. The Teachers shall report to the Executive Director or such individual as shall have been designated by him or her. The Executive Director shall comply with ESI’s practices and protocols in the delivery of the Educational Services and shall report to ESI as to the operation of the Charter School.

(d) Review and Replacement of Executive Director. The Charter School Board shall participate annually in ESI’s evaluation of the Executive Director.

(e) Career Academy Counselors. ESI may also employ one or more individuals as Career Academy Counselors. Career Academy Counselors shall be responsible for non-instructional aspects of the Student’s program that contribute to a Student’s success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with parents and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement, mentoring and tutoring Students under the supervision of Teachers and the Executive Director.

5.3 Teaching Staff.

(a) Employment of Teachers. ESI shall be responsible for recruiting, training, and assigning Teachers. ESI and the Executive Director will have all day-to-day responsibility for the selection, supervision, oversight, discipline and dismissal of the Teachers. Compensation for all Teachers shall be set by ESI.

(b) Teacher Performance and Conduct. The Charter School Board may, at any time, request that the Executive Director promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher. The Executive Director shall provide a prompt report to the Charter School Board and ESI on any and all actions taken in response to such a request. In the event the Executive Director fails to take timely action to respond to the complaints or concerns raised and make a report, or in the event the actions taken by the Executive Director are deemed inadequate, the Charter School Board
may require the removal or replacement of a Teacher within sixty (60) days of any written request or immediately upon written notice in the event the Charter School Board believes there is a risk of any illegal conduct, or a risk to the health or safety of any Student, and so notifies ESI in writing.

5.4 **Contracted Services.** ESI shall provide human resources services including, but not limited to, recruiting, payroll, (including, but not limited to, paying the Administrative Staff and Teaching Staff directly, and collecting and remitting taxes), benefits administration, supervision and liability insurance. ESI agrees to require employees, prospective employees and independent contractors, whose responsibilities include having ongoing physical contact with Students, to undergo background checks that meet or exceed the background checks required by Charter School of its similarly situated employees and to otherwise meet any other applicable legal requirements. For purposes of this Section 3.6, third parties, such as facility and IT maintenance and repair personnel, and delivery persons, such as vending machine operators, couriers and U.S. post office personnel, whose job responsibilities may bring them into intermittent and sporadic contact with Students, and which contact is incidental to said job responsibilities shall not be deemed to have ongoing contact with Students. Notwithstanding, ESI will exercise proper oversight of such third parties to limit any individual student from being in contact with such third parties without supervision from an appropriate ESI employee.

5.5 **Services to Special Needs Students.** ESI and the Charter School shall work together to ensure compliance with applicable laws and regulations concerning services to Special Needs Students. On behalf of the Charter School, ESI shall be responsible for ensuring the provision of necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with all applicable laws.

5.6 **School Facilities and Services.**

(a) ESI will provide and maintain in good working order a school Facility, which will include learning spaces for students and offices.

(b) The facility provided and managed by ESI shall meet all legal requirements for school facilities. The location of all facilities provided under this Agreement will be subject to the approval of the Charter School Board.

(c) Any use of the Facility during hours when the Charter School is not in session is permitted.

5.7 **Management of Hardware and/or Software.** ESI shall provide for the management of such Hardware and/or Software that the Charter School leases from ESI. In the event that the Charter School purchases its own Hardware and/or Software, it shall separately contract with ESI for the management of such Hardware and/or Software, unless the Charter School agrees in writing to provide management services comparable to those provided by ESI and to assume all liability related to any failure by the Charter School to provide such management services.
5.8 **Management of Instructional Materials.** ESI will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

5.9 **Accountability Plan.** ESI shall be responsible for ensuring the Charter School meets the performance criteria outlined in the Accountability Plan referenced in the Charter.

6.0 **Other Management Services.** ESI will provide the administrative support necessary to deliver the Educational Products and Services for which it will be entitled to a management fee. ESI will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement to the Fee Schedule, subject to the Charter School Board’s prior review and approval. Such changes approved by the Charter School Board may be added as an addendum to this Agreement.

6.1 **School Meals.** ESI will supply and provide school meals to students attending the Charter School. Such meals shall be a reimbursable expense per the Fee Schedule.

6.2 **Non-delegable Duties.** Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated to ESI pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

6.3 **Other.** ESI will be responsible for providing such other services not specifically described herein but which are required by the Charter. ESI will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement or the Fee Schedule described in Section 0 with the prior written approval of the Charter School Board. To the extent that any of the terms, conditions, or provisions of the Charter conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule to account for any new or additional services not covered by the Fee Schedule.

7. **Services Provided to ESI by the Charter School.**

7.1 **Compliance with Law and Regulation.** The Charter School and the Charter School Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Charter School Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School’s bylaws.

7.2 **Insurance.** The Charter School shall comply with any insurance provisions as set forth in Section 0.

7.2.1. **Compliance with Charter School’s Contract.** ESI agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Charter School’s obligations under the Charter School’s Contract issued by Grand Valley State University Board of Trustees. The provisions of the Charter School’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.
7.3 Compliance with Section 503c. On an annual basis, the ESI agrees to provide the Charter School 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 Charter School 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.

8. Eligible Students.

8.1 Admission Requirements. Any person qualified under the laws of Michigan for admission to a public school is eligible to become a Student under this Agreement subject to any applicable limitations in law or regulation and subject to verification of his/her residency or other requirements established by law or regulation. ESI will not charge tuition and shall not charge any other fees unless approved by the Charter School Board and allowable under Michigan law.

8.2 Number. The Charter School Board may establish a maximum number of Students to be enrolled during each Academic Year and ESI shall not exceed that number without specific approval from the Charter School Board and the Authorizer, if applicable. In addition, ESI may limit the number of Students in each grade served under this Agreement to conform to the Budget and lottery policy approved by the Charter School Board and allowable under the Charter approved by the Authorizer.

8.3 Priority. ESI agrees to follow the admissions preferences as laid out in the Charter and school policy adopted by the Charter School Board, including any policy or procedures for conducting a lottery. Any limit on the number of Students who may enroll shall be communicated to interested parents and Students prior to their enrollment, including any procedure for conducting a lottery. Once Enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

8.4 Recruiting and Community Education. ESI will be responsible for developing a plan for periodic community informational meetings and correspondence as required to recruit Students and to inform other interested parties about the Charter School. All such recruiting and community education activities are subject to prior review and approval by the Charter School Board.

8.5 Public Website. ESI shall maintain a public web site on behalf of the Charter School that will contain any information required by the Charter School Law. Such website shall be reviewed and approved by the Charter School Board prior to becoming public or prior to any material changes in the substantive content included on the public web site.

8.6 Enrollment. The Charter School delegates to ESI responsibility for accepting Students into the Charter School. However, the Charter School has no responsibility to pay ESI for any Students it admits who are not eligible. ESI shall maintain a list of the Enrolled Students on behalf of the Charter School and shall provide such list to the Charter School Board promptly upon request.
8.7 **Full-time Status.** Students shall be permitted to enroll in the Charter School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except by prior written agreement by ESI and the Charter School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.

8.8 **Disenrollment.** A Student may withdraw from the Charter School at any time during the Academic Year. Only to the extent permitted by Michigan law, Students who do not comply with the terms of the School Handbook may also be withdrawn. ESI will use its reasonable best efforts to collect any information required by law or regulation concerning a previously Enrolled Student’s next school. ESI will report on the status of withdrawals to the Charter School Board at each regularly scheduled Charter School Board meeting or whenever requested by the Charter School Board. ESI will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student’s withdrawal.

9. **Term and Termination.**

9.1 **Initial Term.** The term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2021 (the “Initial Term”).

9.2 **Renewal.** Upon expiration of the Initial Term, this Agreement may be renewed for an additional term of five years or such other renewal period agreed upon by the Parties and allowed by applicable law.

9.3 **Early Termination.** Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

   (a) By both Parties if they mutually agree in writing to the termination, but termination shall not occur during the school year unless provided by another provision herein;

   (b) Neither party shall be permitted to terminate this Agreement during the school year unless one Party materially breaches this Agreement and fails to cure such breach within ninety (90) days following written notification of such breach from the other Party. In this case, the non-breaching party may terminate the Agreement after expiration of the 90 day notice;

   (c) By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Authorizer as required by applicable Michigan law and regulation;

   (d) By the Charter School, if the Charter School Board determines at the end of an Academic Year that the Educational Products and Services do not meet the requirements for a charter school, as defined by applicable laws and regulations, but only if ESI is unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;
(e) By the Charter School, if the Charter School Board determines, after a Performance Review, in the Charter School's sole reasonable discretion, that this Agreement should be terminated for failure to perform, but only if ESI is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance.

(f) By the Charter School if it is determined the Agreement (i) jeopardizes the Charter School's or Charter School's tax-exempt/non-profit status, (ii) creates adverse tax consequences for Charter School, or (iii) otherwise causes Charter School to be in violation of applicable law and the Parties fail to negotiate amendments to the Agreement that would result in the basis for termination under this subsection 6.3(f) to no longer exist; and

(g) By ESI at any time for any reason upon giving 120 days prior notice. Under no circumstances, however, may such termination occur during the school year.

9.4 Notice of Termination. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than April 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination.

9.5 Revocation or Termination of Contract. If the Charter School'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 Charter School's Contract is revoked or termination without further action of the parties.

9.6 Obligations on Termination. In the event this Agreement is terminated by either Party for any reason:

(a) ESI shall assist and cooperate with the Charter School in the transition of the provision of Educational Products and Services from ESI to the Charter School, or another service provider, so as to minimize the disruption to the Students, it being the intention that the Charter School shall remain open and operating in its normal course.

(b) Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

(c) All access to the Educational Products and Services by the Charter School shall be discontinued;

(d) ESI shall provide to the Charter School copies of all Student Records not otherwise in the Charter School's possession at no additional cost; and

(e) The Charter School shall pay ESI all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.
10. **Representation Regarding Non-discrimination.**

ESI, the Charter School and the Charter School Board will not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by applicable law.

11. **Health and Safety.**

11.1. ESI specifically acknowledges that it shall not do anything to interfere with the Charter School's compliance with the following standards regarding health and safety:

(a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;

(b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and

(c) Complying with all state immunization laws.

12. **Financial Terms.**

12.1 **Payments.** The following shall represent the financial responsibilities between the Parties.

(a) As compensation for the Educational Products and Services provided by ESI under this Agreement, ESI and the Charter School shall negotiate in good faith a schedule of fees (the "Fee Schedule") for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule by the Charter School Board, the Parties acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a “percentage of revenue,” such fees shall be assessed against funds received by the Charter School from all governmental sources received by the Charter School from whatever source, whether from state, local, or federal government agencies, including but not limited to Title 1 funds, grants, income, or other funding sources (the “Revenues” and together with all Revenues in a given Academic Year, collectively, “Total Revenues”).

To the extent that the parties cannot agree upon a fee as set forth in paragraph (a) above, then the parties may terminate this Agreement.

12.2. The Parties may agree to have ESI act as its payment agent for various other expenditures not included in the Fee Schedule. ESI will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.

12.3 ESI will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within thirty (30) days of receipt. ESI may charge interest at the lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Michigan law, for any invoices paid more than sixty (60) days late unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by ESI to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result
of outstanding receivables, deferred payment by the State of funding due, or if the Charter School is disputing any charges. The Charter School shall notify ESI of the basis for any dispute within five (5) business days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Michigan. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, ESI shall refund such amount to the Charter School.

12.4 To the extent that any adjustments as a result of a state audit are the result of ESI failure to adequately perform its responsibilities under this Agreement or the Charter, ESI will be required to either: (i) return any required funds to the Charter School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding to the Charter School, reduce fees invoiced to the Charter School by the amount that funding is withheld.

12.5 Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, ESI agrees that it will present to the Charter School a proposed budget that is balanced (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year. The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements, and shall be based on the applicable Fee Schedule. In the event that the Charter School Board and ESI do not agree with the proposed balanced Budget, the Parties agree to work together in good faith to resolve any disagreements by the earlier of June 30 or such date as is required by applicable laws or regulations or the Charter for budget submission.

12.6 Receipts and Expenditures for Public Funding, Title Funding, Special Education, Gifted Education, Grants etc. The Charter School shall be the recipient of all public funds that are disbursed to fund the operations of the Charter School and all other funds to which the Charter School is entitled. ESI shall comply with all terms and conditions established by any funding source.

12.7 Breakdown of Charges. No later than September 30 of each year during the Term, ESI will provide to the Charter School, for informational purposes only, a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, charges related to student courses, Computer Hardware and Software, etc. This shall not change the amounts due to ESI by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by ESI.

12.8 Sales Tax. The Charter School shall provide ESI with support that it is tax exempt. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement.
13. Confidential Information.

13.1 Confidential Information Defined. As used in this Agreement, “Confidential Information” means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its Affiliates) or to a disclosing Party’s, or its Affiliates’, customers or business partners, unless it must be disclosed by applicable law or is publicly available, other than as a result of the receiving party’s disclosure. It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (a) educational content, curricula, teaching outlines, lesson plans, testing processes, and procedures; (b) Student Records and other student-related or Parent/Guardian personal information; (c) information regarding business strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (d) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (e) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (f) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (g) the terms of this Agreement; and (h) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

13.2 Obligation to Protect. To the extent permitted by law, each Party shall maintain the confidentiality of the other Party’s Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws and regulations, and in accordance with Section 0. ESI shall make such information and facilities available to authorized Charter School personnel, Authorizer, Michigan regulatory authorities, and any other person as required to comply with applicable laws, and in accordance with Section 0.

13.3 Protection of Student Records. The Parties acknowledge and agree that under Michigan Law and 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA") including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of “education records”, as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The staff, employees and volunteers who provide educational or administrative services to the Student are agents of the Charter School that have a legitimate educational interest and, thus, are entitled to access to educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.

13.4 Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
14. Ownership of Intellectual Property and Tangible Personal Property Supplied by ESI.

14.1 Intellectual Property. Charter School agrees that ESI or its licensor is the sole owner of course design and materials, and ESI, its Affiliates, and/or its contracted vendors are the owners of any Intangible Instructional Materials and other educational content ("Content") made available. Further, the Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets related to ESI, the Intangible Instructional Materials or the Content by reason of the Charter School's use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to ESI and its successors and assigns, a non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or any of its employees or agents. Any such derivative works created shall be the sole property of ESI and its transferees.

14.2 Tangible Personal Property. This Agreement does not constitute a sale or other transfer to the Charter School or Authorizer of any Educational Products supplied by ESI. All right, title, and interest in and to such Educational Products will remain with ESI.

14.3. ESI and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services (collectively, the "Licensed Marks"). ESI grants to the Charter School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and requires pre-approval of such use by ESI. Licensed Marks approved by ESI for use by the Charter School from time to time in connection with performance of this agreement shall be specified in schedule B ("Allowable Use of Licensed Marks") to this Agreement and approved by the CEO of ESI. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by ESI. ESI retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of ESI. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the any Licensed Marks that may be contained therein (including, if applicable, the Charter School Name) within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties. Notwithstanding, ESI may not require the termination of any use of the Licensed Marks and any publicly recorded and unrecorded documents to remove any Licensed Marks that may be contained therein during the school year and shall allow continued use until the conclusion of the school year unless agreed to in writing by the Parties.

15. Limitation of Liabilities.

15.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of ESI or its Affiliates, their directors, officers, employees, or agents.
16. Insurance.

16.1. ESI shall maintain such policies of insurance as required by the Contract, Michigan Universities Self-Insurance Corporation ("MUSIC"), or applicable law. In addition, ESI shall maintain an umbrella policy of not less than two million dollars ($2,000,000.00) (or such greater amount if required by the terms of the Contract, MUSIC or applicable law). Each party shall maintain general liability insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence (or such greater amount if required by the terms of the Contract, MUSIC or applicable law), with the other party listed as an additional insured if permitted by MUSIC. The Charter School shall maintain insurance on its facility and related capital items leased by the Charter School, all as may be required by the terms of the Charter School’s lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. In the event that MUSIC or GVSU requests any change in coverage by ESI, ESI agrees to comply with any change in the type and amount of coverage requested by MUSIC or GVSU within thirty (30) days after notice of the insurance coverage change is provided to GVSU. Each party shall comply with any information or reporting requirements required by the other party’s insurer(s), to the extent reasonably practicable.

16.2. Worker’s Compensation Insurance. Each party shall maintain workers’ compensation insurance as required by law, covering their respective employees, if any.

16.3 Charter School Insurance. ESI shall maintain and keep in force on behalf of the Charter School Board, insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the Charter School may elect to maintain additional coverage, in which event ESI shall arrange for the requisite coverage on behalf of the Charter School and include the cost in the Fee Schedule. ESI shall be included as an “additional insured” as to any such coverage. ESI shall also maintain and keep in force on behalf of the Charter School Board, Director and Officer’s Insurance in the amount required by the Authorizer or by the Charter.

16.4 Liability Insurance. Liability insurance for any facility, capital equipment, furniture, or fixtures used by the Charter School, owned by a person or entity other than ESI or an Affiliate, and managed by a person or entity other than ESI or an Affiliate shall not be the responsibility of ESI.

16.5 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 Charter School’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 Charter School or ESI, or which arise out of the failure of the Charter School to perform its obligations under the Contract issued to the Charter School by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

16.6 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.”

17. Notices.

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, delivered by email, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School:

George Corser
Secretary
1522 East Big Beaver Road Troy, MI 48083-1905

If to ESI:

General Counsel
13000 N. Meridian Street
Carmel, IN 46032

18. Miscellaneous.

18.1 Severability. If any provision of this Agreement 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 Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
18.2 **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by ESI provided that a change in control of ESI or its parent, notice of which shall be provided by ESI to Charter School Board, shall not be deemed a violation of this Agreement.

18.3 **Complete Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

18.4 **Force Majeure.** If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party’s obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

18.5 **No Third Party Rights.** This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

18.6 **Professional Fees and Expenses.** Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

18.7 **Governing Law.** This Agreement shall be governed and controlled by the laws of the State of Michigan.

18.8 This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

18.8.1 **Compliance with Laws, Policies, Procedures, and Rules.** Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School’s policies whether or not specifically listed in this Agreement.

18.8.2 **Interpretation of Agreement.** The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm’s length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.
19. **Headings; Exhibits.** The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

20. **Attendance at Meetings.** During the Term, ESI will have the right to designate an individual or such individuals who shall have attendance rights at all Charter School Board meetings that are open to the public and shall include meetings in executive session. Such rights are limited exclusively to attendance and provide no rights to participate without the express permission of the Charter School Board. The Board may exclude ESI from the executive session to discuss matters related to the performance of ESI under this agreement, or as reasonably necessary to maintain any applicable privileges or comply with applicable law. The Board shall give written notice to ESI of the intent to exclude and the rationale for such exclusion at least twenty-four (24) hours prior to the meeting.

21. **Electronic Signatures.** This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party’s acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

22. **Conflict of Interest.** A Charter School Board member may not have any direct or indirect financial interest in ESI. An individual who is to hold a leadership position in the operation of the Charter School, including any administrative position (together, "Interested Persons"), any family member of any Interested Person, or any organization in which the Interested Person has any ownership position, which has any direct or indirect financial interest in ESI, must disclose to the Charter School Board, or to a committee designated by the Charter School Board as having the authority to review potential conflicts of interest, the existence of his or her financial interest and may be given the opportunity to disclose facts material to that interest to the Board or committee. A "financial interest" includes any current or potential ownership interest in, investment interest in, or compensation arrangement with ESI. The term "family member" includes any spouse, parent, child, step-child or legal guardian, or sibling of the Interested Person. The disinterested members of the Charter School Board or committee (that is, all members except for any Interested Person) will evaluate the impact of the Interested Person's financial interest, assess whether a conflict of interest arises from the financial interest, and determine what action, if any, is appropriate with regard to the financial interest and any conflict of interest. The Charter School Board or committee shall conduct whatever additional investigation is considered appropriate under the circumstances.
20. **Private Benefit.** This Agreement, in its entirety, shall be interpreted so as to be consistent with Charter School’s status as a nonprofit entity under the Internal Revenue Code or applicable state law, including but not limited to any applicable provisions prohibiting or restricting private benefit or private inurement.

**IN WITNESS WHEREOF,** the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

**YEARLY CAREER ACADEMY, INC.**

By: ____________________________
Name: __________________________
Title: __________________________

**ESI SERVICE CORP.**

By: ____________________________
Name: __________________________
Title: __________________________
Schedule A: Fee Schedule for Products and Services

Services Schedule 1 – EMO Fees Paid to ESI

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee Description</th>
<th>Rate</th>
<th>Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Student Technology</td>
<td>$200</td>
<td>Annual, per student enrolled*</td>
</tr>
<tr>
<td>1.02</td>
<td>Curriculum Support (includes assessment materials)</td>
<td>$150</td>
<td>Per student per course**</td>
</tr>
<tr>
<td>1.03</td>
<td>School Administration and Business Support ^</td>
<td>12%</td>
<td>Revenues from all governmental sources</td>
</tr>
<tr>
<td>1.04</td>
<td>Facilities Rent (includes use of instructional equipment, facilities, and)</td>
<td>$900</td>
<td>Annual, per student enrolled *</td>
</tr>
</tbody>
</table>

* For fee calculation purposes, Student Enrollment count will be the arithmetic average of all official state student count days
** For fee calculation purposes, Course Enrollment counts will be determined based on class registration counts on the second Friday of each school trimester
^ School Administration and Business Support services include:
- Human Resources – Recruitment, Benefits Administration
- Payroll Services
- Student Information Systems
- Management Reporting Services
- Class Scheduling

Schedule 2 - Expenses Reimbursed to ESI at Cost

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>Employee Wages, Benefits, Taxes</td>
</tr>
<tr>
<td>2.02</td>
<td>Office Supplies</td>
</tr>
<tr>
<td>2.03</td>
<td>Office Postage</td>
</tr>
<tr>
<td>2.04</td>
<td>Training / Professional Development</td>
</tr>
<tr>
<td>2.05</td>
<td>Travel Expenses</td>
</tr>
<tr>
<td>2.06</td>
<td>School Meals</td>
</tr>
<tr>
<td>2.07</td>
<td>Textbooks</td>
</tr>
<tr>
<td>2.08</td>
<td>Contract School Staff</td>
</tr>
<tr>
<td>2.09</td>
<td>Contracted Services – Special Education</td>
</tr>
<tr>
<td>2.10</td>
<td>Administrative Office Equipment and Software</td>
</tr>
<tr>
<td>2.11</td>
<td>Contracted Student Services (other than Special Education)</td>
</tr>
<tr>
<td>2.12</td>
<td>Student Transportation Costs</td>
</tr>
<tr>
<td>2.13</td>
<td>Marketing / Community Outreach Costs</td>
</tr>
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Fee Schedules for Products and Services (continued)
**Schedule 3 - Expenses Paid by the School**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01</td>
<td>Administration Association Dues and Fees</td>
</tr>
<tr>
<td>3.02</td>
<td>Board Expenses (including training, supplies, dues, and fees)</td>
</tr>
<tr>
<td>3.03</td>
<td>Legal Services for Board</td>
</tr>
<tr>
<td>3.04</td>
<td>Audit Services for Board</td>
</tr>
<tr>
<td>3.05</td>
<td>Bookkeeping and Accounting Services (including banking fees)</td>
</tr>
<tr>
<td>3.06</td>
<td>Consulting Services for Charter Operations hired by Board</td>
</tr>
<tr>
<td>3.07</td>
<td>Insurance Expenses for Charter Operations (including board D&amp;O)</td>
</tr>
<tr>
<td>3.08</td>
<td>Charter Sponsor Fees</td>
</tr>
<tr>
<td>3.09</td>
<td>Any other expense not listed in schedules 1 or 2</td>
</tr>
</tbody>
</table>

**Schedule B – Use of Licensed Marks**

<table>
<thead>
<tr>
<th>Licensed Mark Description</th>
<th>Allowed Usage From Date</th>
<th>Allowed Usage Until Date</th>
<th>Notes about Allowed Uses / Restrictions</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="https://example.com/earlycareer.png" alt="Early Career Academy Logo" /></td>
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</table>

---

**ESI CEO NAME:**

**ESI CEO Signature:**

**Signature Date:** 5/15/14
SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM
SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS
SCHEDULE 7-1

EDUCATIONAL GOALS

Standard #1: A majority of all pupils enrolled at the public school academy will meet or exceed Level 4 on the ACT WorkKeys Applied Mathematics, Locating Information, and Reading assessments.

Standard #2: The public school academy will meet or exceed its select peer district’s four-year adjusted cohort graduation rate. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #3: The public school academy will meet or exceed its select peer district’s annual percent daily attendance for all grades as recorded by the MDE. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Date: 5/5/2014

[Signature]

Board President/Vice President Signature

Secretary’s Certification:

I certify that the foregoing resolution was duly adopted by the ECH Board of Directors at a properly noticed open meeting held on the 5 day of May, 2014, at which a quorum was present.

[Signature]

Board Secretary
SCHEDULE 7-2

CURRICULUM
Curriculum

Schedule 7-2

The Early Career Academy
February 2014

The Early Career Academy is a career-focused charter high school for grades 11 and 12 in which students have the opportunity to earn a high school diploma and an associate degree simultaneously.
EARLY CAREER ACADEMY

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Sample Schedules (11th and 12th Grade) ..................................................................................3

Associate - Software Development .............................................................................................3

Associate – Network Systems Administration ...........................................................................4

Course Descriptions ....................................................................................................................5
Overview

Early Career Academy students are simultaneously enrolled at ITT Tech and receive a transcript from both institutions for their coursework. Upon enrollment students pick a program of study to complete. Each program of study includes courses that fulfill the typical requirements of an 11th and 12th grade student in Michigan. The program of study also contains the courses required to complete an associate’s degree in their chosen field. By completing a program of study, students simultaneously earn credit towards both a high school diploma and an associate’s degree.

Below is a list of courses in each program of study and their corresponding course code and description from both the NCES and the ITT Tech catalogs. Additionally the credit hours awarded for both high school and college credit are included for each course.

Online/Distance Learning

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

Catch-up – students out of sequence

Some students who have progressed adequately in 9th and 10th grade may still lack a course or two because of scheduling differences in state high schools. Those students will be offered an opportunity to take the courses they’ve missed in an online environment, such as through Michigan Virtual High School. Students will be allotted time to take these online courses in an onsite computer lab at the ECA, with Academy Counselor Teaching Assistants at the ready to help them progress and to provide accountability.

This approach assumes the academy has few students taking catch-up courses. If ECA has more students needing the same course ECA will just schedule a section for that course.
## Sample Schedules (11th and 12th Grade)

### Associate - Software Development

<table>
<thead>
<tr>
<th>Trimester</th>
<th>SCED Number</th>
<th>Course Number</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10251</td>
<td>NT1110</td>
<td>Computer Structure and Logic</td>
</tr>
<tr>
<td>1</td>
<td>02001</td>
<td>GS1140</td>
<td>Problem Solving Theory</td>
</tr>
<tr>
<td>1</td>
<td>10004</td>
<td>GS1145</td>
<td>Strategies for the Technical Professional</td>
</tr>
<tr>
<td>1</td>
<td>01103</td>
<td>EN1320</td>
<td>Composition I</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>World Language A</td>
</tr>
<tr>
<td>2</td>
<td>10160</td>
<td>SD1230</td>
<td>Introduction to Application Design and Development</td>
</tr>
<tr>
<td>2</td>
<td>10201</td>
<td>SD1240</td>
<td>Creating Websites Using HTML and CSS</td>
</tr>
<tr>
<td>2</td>
<td>02056</td>
<td>MA1210</td>
<td>College Mathematics I</td>
</tr>
<tr>
<td>2</td>
<td>01103</td>
<td>EN1420</td>
<td>Composition II</td>
</tr>
<tr>
<td>3</td>
<td>10152</td>
<td>PT1420</td>
<td>Introduction to Programming</td>
</tr>
<tr>
<td>3</td>
<td>10201</td>
<td>SD1340</td>
<td>Creating Websites Using HTML5, CSS3 and JavaScript</td>
</tr>
<tr>
<td>3</td>
<td>02056</td>
<td>MA1310</td>
<td>College Mathematics II</td>
</tr>
<tr>
<td>3</td>
<td>01058</td>
<td>EN2620</td>
<td>Literature</td>
</tr>
<tr>
<td>3</td>
<td>04201</td>
<td>ES2555</td>
<td>Survey of Economics</td>
</tr>
<tr>
<td>4</td>
<td>10155</td>
<td>SD1420</td>
<td>Introduction to Java Programming</td>
</tr>
<tr>
<td>4</td>
<td>03151</td>
<td>PH2530</td>
<td>Physics</td>
</tr>
<tr>
<td>4</td>
<td>10160</td>
<td>SD1430</td>
<td>Introduction to Mobile Operating Systems</td>
</tr>
<tr>
<td>4</td>
<td>01155</td>
<td>CO2520</td>
<td>Communications</td>
</tr>
<tr>
<td>4</td>
<td>01058</td>
<td>EN2620</td>
<td>American Government</td>
</tr>
<tr>
<td>5</td>
<td>10053</td>
<td>SD2520</td>
<td>Introduction to Database and XML with jQuery</td>
</tr>
<tr>
<td>5</td>
<td>10160</td>
<td>SD2550</td>
<td>Application Development Using Java I</td>
</tr>
<tr>
<td>5</td>
<td>04259</td>
<td>SP2750</td>
<td>Group Theory</td>
</tr>
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<td>5</td>
<td>02201</td>
<td></td>
<td>Statistics A</td>
</tr>
<tr>
<td>5</td>
<td>03003</td>
<td>SC4730</td>
<td>Environmental Science</td>
</tr>
<tr>
<td>6</td>
<td>10160</td>
<td>SD2650</td>
<td>Application Development Using Java II</td>
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<tr>
<td>6</td>
<td>10204</td>
<td>SD2670</td>
<td>Social Networking Applications and Technology</td>
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<tr>
<td>6</td>
<td>10160</td>
<td>SD2799</td>
<td>Software Development Capstone Project</td>
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<tr>
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<td>Statistics B</td>
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<tr>
<td>6</td>
<td>22152</td>
<td>GS2745</td>
<td>Advanced Strategies for the Technical Professional</td>
</tr>
<tr>
<td>Trimester</td>
<td>SCED Number</td>
<td>Course Number</td>
<td>Course Title</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
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<td>-------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>10251</td>
<td>NT1110</td>
<td>Computer Structure and Logic</td>
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<tr>
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<td>02001</td>
<td>GS1140</td>
<td>Problem Solving Theory</td>
</tr>
<tr>
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<td>GS1145</td>
<td>Strategies for the Technical Professional</td>
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<tr>
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<td>EN1320</td>
<td>Composition I</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>World Language A</td>
</tr>
<tr>
<td>2</td>
<td>10101</td>
<td>NT1210</td>
<td>Introduction to Networking</td>
</tr>
<tr>
<td></td>
<td>10152</td>
<td>PT1420</td>
<td>Introduction to Programming</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>World Language B</td>
</tr>
<tr>
<td></td>
<td>02056</td>
<td>MA1210</td>
<td>College Mathematics I</td>
</tr>
<tr>
<td></td>
<td>01103</td>
<td>EN1420</td>
<td>Composition II</td>
</tr>
<tr>
<td>3</td>
<td>10103</td>
<td>NT1310</td>
<td>Physical Networking</td>
</tr>
<tr>
<td></td>
<td>10110</td>
<td>NT1230</td>
<td>Client-Server Networking I</td>
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<tr>
<td></td>
<td>02056</td>
<td>MA1310</td>
<td>College Mathematics II</td>
</tr>
<tr>
<td></td>
<td>01058</td>
<td>EN2620</td>
<td>Literature</td>
</tr>
<tr>
<td></td>
<td>04201</td>
<td>ES2555</td>
<td>Survey of Economics</td>
</tr>
<tr>
<td>4</td>
<td>10110</td>
<td>NT1330</td>
<td>Client-Server Networking II</td>
</tr>
<tr>
<td></td>
<td>03151</td>
<td>PH2530</td>
<td>Physics</td>
</tr>
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<td></td>
<td>10111</td>
<td>NT1430</td>
<td>Linux Networking</td>
</tr>
<tr>
<td></td>
<td>01155</td>
<td>CO2520</td>
<td>Communications</td>
</tr>
<tr>
<td></td>
<td>04151</td>
<td>PS1350</td>
<td>American Government</td>
</tr>
<tr>
<td>5</td>
<td>10053</td>
<td>PT2520</td>
<td>Database Concepts</td>
</tr>
<tr>
<td></td>
<td>10108</td>
<td>NT2580</td>
<td>Introduction to Information Security</td>
</tr>
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<td></td>
<td>04259</td>
<td>SP2750</td>
<td>Group Theory</td>
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<td>02201</td>
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<td>Statistics A</td>
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<tr>
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<td>10111</td>
<td>NT2640</td>
<td>IP Networking</td>
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<td>NT2670</td>
<td>Email and Web Services</td>
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<td>10111</td>
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<td>Network Systems Administration Capstone Project</td>
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<tr>
<td></td>
<td>22152</td>
<td>GS2745</td>
<td>Advanced Strategies for the Technical Professional</td>
</tr>
</tbody>
</table>
## COURSE DESCRIPTIONS (SORTED BY ITT TECH COURSE CODE)

<table>
<thead>
<tr>
<th>ITT Course Title</th>
<th>NCES Course Code</th>
<th>Course Duration</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>CO2520 Communications</td>
<td>01155 Communications</td>
<td>1 Trimester</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

### Prerequisites:
Completion of a minimum of 54 credits earned in the program of study including EN1320 Composition I or equivalent

### ITT Catalog Description:
This course focuses on the history, principles and techniques of interpersonal, organizational and mass communications, and on communicating using written, verbal and visual formats.

### NCES Course Description:
Communications courses focus on the application of written and oral communication skills through a variety of formal and informal experiences. The courses are performance-based and emphasize effective interpersonal and team-building skills. Communications courses may also involve the study of how interpersonal communications are affected by stereotypes, nonverbal cues, vocabulary, and stylistic choices.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>NCES Course Code:</th>
<th>Course Duration:</th>
<th>Credits:</th>
</tr>
</thead>
<tbody>
<tr>
<td>EN1320 Composition I</td>
<td>01103 Composition A</td>
<td>1 Trimester</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

### Prerequisites:
GS1145 Strategies for the Technical Professional or equivalent

### ITT Catalog Description:
This course examines phases of the writing process, with emphasis on the structure of writing and techniques for communicating clearly, precisely and persuasively.

### NCES Course Description:
Composition courses focus on students’ writing skills and develop their ability to compose different types of papers for a range of purposes and audiences. These courses enable students to explore and practice descriptive, narrative, persuasive, or expository styles as they write paragraphs, essays, letters, applications, formal documented papers, or technical reports. Although composition courses may present some opportunities for creative writing, their focus usually remains on nonfiction, scholarly, or formal writing.
**ITT Course Title:** EN1420 Composition II  
**NCES Course Code:** 01103 Composition B  
**Course Duration:** 1 Trimester  
**Credits:** .5 CR

**Prerequisites:**

EN1320 Composition I or equivalent

**ITT Catalog Description:**

This course builds on the foundations of Composition I with emphasis on rhetorical structures, argumentation and research. Students study how to make strong arguments using visual and oral communication techniques.

**NCES Course Description:**

Composition courses focus on students’ writing skills and develop their ability to compose different types of papers for a range of purposes and audiences. These courses enable students to explore and practice descriptive, narrative, persuasive, or expository styles as they write paragraphs, essays, letters, applications, formal documented papers, or technical reports. Although composition courses may present some opportunities for creative writing, their focus usually remains on nonfiction, scholarly, or formal writing.

**ITT Course Title:** EN2620 Literature  
**NCES Course Code:** 01058 World Literature  
**Course Duration:** 1 Trimester  
**Credits:** .5 CR

**Prerequisites:**

EN1420

**ITT Catalog Description:**

**NCES Course Description:**

World Literature courses use representative literature selections from ancient and/or modern times from countries around the world. Students improve their critical-thinking skills as they comprehend the diversity of literary traditions and the influences of those traditions. Oral discussion is an integral part of literature courses, and written compositions are often required.

**ITT Course Title:** ES2555 Survey of Economics  
**NCES Course Code:** 04201 Economics  
**Course Duration:** 1 Trimester  
**Credits:** .5 CR

**Prerequisites:**

MA1210 College Mathematics I or equivalent, EN1320 Composition I or equivalent.
ITT Catalog Description:

This course introduces basic principles of both microeconomics and macroeconomics.

NCES Course Description:

Economics courses provide students with an overview of economics with primary emphasis on the principles of microeconomics and the U.S. economic system. These courses may also cover topics such as principles of macroeconomics, international economics, and comparative economics. Economic principles may be presented in formal theoretical contexts, applied contexts, or both.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>GS1140 Problem Solving</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>02001 Informal Mathematics</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

None

ITT Catalog Description:

This course introduces students to fundamental principles, strategies and methods of problem-solving theory.

NCES Course Description:

Informal Mathematics courses emphasize the teaching of mathematics as problem solving, communication, and reasoning, and highlight the connections among mathematical topics and between mathematics and other disciplines. These courses approach the teaching of general math, pre-algebra, and pre-geometry topics by applying numbers, and algebraic and geometric concepts and relationships to real world problems.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>GS1145 Strategies for the Technical Professional</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10004 Computer Applications</td>
</tr>
</tbody>
</table>

Prerequisites:

None

ITT Catalog Description:

This course reviews characteristics and trends of the global information society including basic information processing, Internet research, other skills used by technical professionals and techniques that can be used for independent technical learning.
**NCES Course Description:**

In Computer Applications courses, students acquire knowledge of and experience in the proper and efficient use of previously written software packages. These courses explore a wide range of applications, including (but not limited to) word-processing, spreadsheet, graphics, and database programs, and they may also cover the use of electronic mail and desktop publishing.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>GS2745 Advanced Strategies for the Technical Professional</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>22152 Employability Skills</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

CO2520 Communications or equivalent

**ITT Catalog Description:**

This course focuses on skills, characteristics and attitudes that contribute to professional life. Topics include personal integrity, business communication skills, teamwork and conflict resolution, financial literacy, professional work habits, networking and social media, and lifelong learning.

**NCES Course Description:**

Employability Skills courses help students match their interests and aptitudes to career options with a focus on using employment information effectively, acquiring and improving job-seeking and interview skills, composing job applications and resumes, and learning the skills needed to remain in and advance within the workplace. Course content may also include consumer education and personal money management topics.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>MA1210 College Mathematics I</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>02056 Algebra IIA</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

GS1140 Problem Solving Theory or equivalent

**ITT Catalog Description:**

This course will include, but is not limited to, the following concepts: quadratic, polynomial and radical equations, linear functions and their graphs, systems of linear equations, functions and their properties and triangles and trigonometric functions. Activities will include solving problems and using appropriate technological tools.
NCES Course Description:

Algebra II course topics typically include field properties and theorems; set theory; operations with rational and irrational expressions; factoring of rational expressions; in-depth study of linear equations and inequalities; quadratic equations; solving systems of linear and quadratic equations; graphing of constant, linear, and quadratic equations; properties of higher degree equations; and operations with rational and irrational exponents.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>MA1310 College Mathematics II</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>02056 Algebra IIB</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

MA1210 College Mathematics I or equivalent

ITT Catalog Description:

This course will include the following concepts: exponential and logarithmic equations and functions, graphs of trigonometric functions, trigonometric equations, polar coordinates, oblique triangles, vectors and sequences.

NCES Course Description:

Algebra II course topics typically include field properties and theorems; set theory; operations with rational and irrational expressions; factoring of rational expressions; in-depth study of linear equations and inequalities; quadratic equations; solving systems of linear and quadratic equations; graphing of constant, linear, and quadratic equations; properties of higher degree equations; and operations with rational and irrational exponents.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>NT1110 Computer Structure and Logic</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10251 Computer Technology</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

None

ITT Catalog Description:

Organization of a computer is examined in a given popular operating systems environment. Terminology and underlying principles related to the major computer functions will be discussed in the context of hardware and software environments.

NCES Course Description:
Computer Technology courses introduce students to the features, functions, and design of computer hardware and provide instruction in the maintenance and repair of computer components and peripheral devices.

**ITT Course Title:** NT1210 Introduction to Networking  
**Course Duration:** 1 Trimester  
**NCES Course Code:** 10101 Network Technology  
**Credits:** .5 CR

**Prerequisites:**

NT1110 Computer Structure and Logic or equivalent

**ITT Catalog Description:**

This course serves as a foundation for students pursuing knowledge and skills in computer networking technologies. Major concepts such as OSI and TCP/IP models, LAN/WAN protocols, network devices and their functions, topologies and capabilities will be discussed. Industry standards and a brief historical development of major networking technologies will be surveyed in conjunction with basic awareness of software and hardware components used in typical networking and internetworking environments.

**NCES Course Description:**

Network Technology courses address the technology involved in the transmission of data between and among computers through data lines, telephone lines, or other transmission media (such as hard wiring, cable television networks, radio waves, and so on). These courses may emphasize the capabilities of networks, network technology itself, or both. Students typically learn about network capabilities—including electronic mail, public networks, and electronic bulletin boards—and network technology—including network software, hardware, and peripherals involved in setting up and maintaining a computer network.

**ITT Course Title:** NT1230 Client-Server Networking I  
**Course Duration:** 1 Trimester  
**NCES Course Code:** 10110 Microsoft Certified Professional (MCP)  
**Credits:** .5 CR

**Prerequisites:**

NT1210 Introduction to Networking or equivalent

**ITT Catalog Description:**

This course introduces operating principles for the client-server based networking systems. Students will examine processes and procedures involving the installation, configuration, maintenance, troubleshooting and routine administrative tasks of popular desktop operating system(s) for standalone and network client computers, and related aspects of typical network server functions.
NCES Course Description:

Microsoft Certified Professional courses provide students with the knowledge and skills necessary to be employed as a network administrator in the latest Windows server-networking environment. Topics include installing, configuring, and trouble-shooting the Windows server. These courses prepare students to set up network connections; manage security issues and shares; and develop policies. Students are typically encouraged to take the MCP exam.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>NT1310 Physical Networking</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10103 Area Network Design and Protocols</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

NT1210 Introduction to Networking or equivalent

ITT Catalog Description:

This course examines industry standards and practices involving the physical components of networking technologies (such as wiring standards and practices, various media and interconnection components), networking devices and their specifications and functions. Students will practice designing physical network solutions based on appropriate capacity planning and implementing various installations, testing and troubleshooting techniques for a computer network.

NCES Course Description:

Area Network Design and Protocols courses address the role of computers in a network system, the Open Systems Interconnection (OSI) model, structured wiring systems, and simple LAN (local area network) and WAN (wide area network) designs.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>NT1330 Client-Server Networking II</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10110 Microsoft Certified Professional (MCP)</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

NT1230 Client-Server Networking I or equivalent

ITT Catalog Description:

The typical network server operating system and its functions are the focus of this course. Areas of study include installation, configuration, maintenance and routine administrative tasks of the network services provided by the server in relation to its clients and other servers.

NCES Course Description:
Microsoft Certified Professional courses provide students with the knowledge and skills necessary to be employed as a network administrator in the latest Windows server-networking environment. Topics include installing, configuring, and trouble-shooting the Windows server. These courses prepare students to set up network connections; manage security issues and shares; and develop policies. Students are typically encouraged to take the MCP exam.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>NT1430 Linux Networking</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10111 Particular Topics in Networking</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
<tr>
<td>Systems</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Prerequisites:

NT1210 Introduction to Networking or equivalent

ITT Catalog Description:

This course covers system and network administrative tasks associated to Linux-based components on a network. Routine tasks in installation, configuration, maintenance, and troubleshooting of Linux workstations and servers will be discussed with emphasis on the network services provided by open source solutions.

NCES Course Description:

These courses examine particular topics in networking systems other than those already described.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>NT2580 Introduction to Information Security</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10108 Network Security</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

NT1330 Client-Server Networking II or equivalent, NT1430 Linux Networking or equivalent

ITT Catalog Description:

This course provides an overview of security challenges and strategies of counter measures in the information systems environment. Topics include definitions of terms, concepts, elements and goals incorporating industry standards and practices with a focus on availability, vulnerability, integrity and confidentiality aspects of information systems.

NCES Course Description:

Network Security courses teach students how to design and implement security measures in order to reduce the risk of data vulnerability and loss. Course content usually includes typical security policies;
firewall design, installation, and management; secure router design, configuration, and maintenance; and security-specific technologies, products, and solutions.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>NT2640 IP Networking</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10111 Particular Topics in Networking Systems</td>
</tr>
<tr>
<td>Course Duration:</td>
<td>1 Trimester</td>
</tr>
<tr>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

NT1210 Introduction to Networking or equivalent

ITT Catalog Description:

This course explores network design and implementation by applying the TCP/IP protocols to provide connectivity and associated services. Planning and deployment of network addressing structures, as well as router and switch configurations, are also examined.

NCES Course Description:

These courses examine particular topics in networking systems other than those already described.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>NT2670 Email and Web Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10111 Particular Topics in Networking Systems</td>
</tr>
<tr>
<td>Course Duration:</td>
<td>1 Trimester</td>
</tr>
<tr>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

NT1330 Client-Server Networking II or equivalent, NT1430 Linux Networking or equivalent

ITT Catalog Description:

This course explores common network-based services such as Web services, email and FTP in a given server operating systems environment. Related security issues will also be studied.

NCES Course Description:

These courses examine particular topics in networking systems other than those already described.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>NT2799 Network Systems Administration Capstone</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10111 Particular Topics in Networking Systems</td>
</tr>
<tr>
<td>Course Duration:</td>
<td>1 Trimester</td>
</tr>
<tr>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>
Prerequisites:
Completion of a minimum of 72 credits earned in the program of study including NT2640 IP Networking or equivalent.

ITT Catalog Description:
This course provides an opportunity for students to work on a comprehensive project that includes the design, planning and implementation of a network solution for solving specific business problems. Common project management processes are applied to identify deliverables and outcomes of the project.

NCES Course Description:
These courses examine particular topics in networking systems other than those already described.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>PH2530 Physics</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>03151 Physics</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:
MA1310 College Mathematics II or equivalent

ITT Catalog Description:
This course introduces students to the principles of general physics. Practical applications demonstrate the theory. This course includes a laboratory component.

NCES Course Description:
Physics courses involve the study of the forces and laws of nature affecting matter, such as equilibrium, motion, momentum, and the relationships between matter and energy. The study of physics includes examination of sound, light, and magnetic and electric phenomena.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>PS1350 American Government</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>04151 U.S. Government—Comprehensive</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:
EN1320 Composition I or equivalent

ITT Catalog Description:
This course examines principles and theory related to the United States federal government, including the development and foundations of the U.S. Constitution, the organization and function of the federal government including the legislative, executive and judicial branches, political parties, the electoral process, and the relationship between states and the federal government.

**NCES Course Description:**

U.S. Government—Comprehensive courses provide an overview of the structure and functions of the U.S. government and political institutions and examine constitutional principles, the concepts of rights and responsibilities, the role of political parties and interest groups, and the importance of civic participation in the democratic process. These courses may examine the structure and function of state and local governments and may cover certain economic and legal topics.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>PT1420 Introduction to Programming</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10152 Computer Programming</td>
<td>Credits:</td>
<td>0.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

NT1110 Computer Structure and Logic or equivalent

**ITT Catalog Description:**

This course serves as a foundation for understanding the logical function and process of computer programming. Basic computer programming knowledge and skills in logic and generic syntax are studied. Coding convention and procedures are discussed relevant to the given programming language environment.

**NCES Course Description:**

Computer Programming courses provide students with the knowledge and skills necessary to construct computer programs in one or more languages. Computer coding and program structure are often introduced with the BASIC language, but other computer languages, such as Visual Basic (VB), Java, Pascal, C++, and COBOL, may be used instead. Initially, students learn to structure, create, document, and debug computer programs, and as they progress, more emphasis is placed on design, style, clarity, and efficiency. Students may apply the skills they learn to relevant applications such as modeling, data management, graphics, and text-processing.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>PT2520 Database Concepts</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10053 Database Applications</td>
<td>Credits:</td>
<td>0.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

PT1420 Introduction to Programming or equivalent
ITT Catalog Description:

This course introduces the basic concepts in databases and their applications. Topics include database history, structure, objects, relational database management systems (RDBMS), and introductory Structured Query Language (SQL).

NCES Course Description:

Database Application courses provide students with an understanding of database development, modeling, design, and normalization. These courses typically cover such topics as SELECT statements, data definition, manipulation, control languages, records, and tables. In these courses, students may use Oracle WebDB, SQL, PL/SQL, SPSS, and SAS and may prepare for certification.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>SC4730 Environmental Science</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>03003 Environmental Science</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

EN1420 and MA1210

ITT Catalog Description:

NCES Course Description:

Environmental Science courses examine the mutual relationships between organisms and their environment. In studying the interrelationships among plants, animals, and humans, these courses usually cover the following subjects: photosynthesis, recycling and regeneration, ecosystems, population and growth studies, pollution, and conservation of natural resources.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>SD1230 Introduction to Application Design and Development</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10160 Particular Topics in Computer Programming</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

NT1110 Computer Structure and Logic or equivalent

ITT Catalog Description:

This course provides an overview of the desktop and mobile application industry, technologies and development environment. Topics include platforms and tools, market trends, and the impact on the economy and society.
NCES Course Description:

These courses examine particular topics in computer programming other than those already described.

<table>
<thead>
<tr>
<th>ITT Course Title</th>
<th>Course Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD1240 Creating Websites Using HTML and CSS</td>
<td>1 Trimester</td>
</tr>
<tr>
<td>NCES Course Code: 10201 Web Page Design A</td>
<td>Credits: .5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

NT1110 Computer Structure and Logic or equivalent

ITT Catalog Description:

This course examines the functions of Websites for mobile and desktop devices and entry-level skills used to create such sites using HTML and CSS (Cascading Style Sheets) technologies.

NCES Course Description:

Web Page Design courses teach students how to design web sites by introducing them to and refining their knowledge of site planning, page layout, graphic design, and the use of markup languages—such as Extensible Hypertext Markup, JavaScript, Dynamic HTML, and Document Object Model—to develop and maintain a web page. These courses may also cover security and privacy issues, copyright infringement, trademarks, and other legal issues relating to the use of the Internet. Advanced topics may include the use of forms and scripts for database access, transfer methods, and networking fundamentals.

<table>
<thead>
<tr>
<th>ITT Course Title</th>
<th>Course Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD1340 Creating Websites Using HTML5, CSS3 and JavaScript</td>
<td>1 Trimester</td>
</tr>
<tr>
<td>NCES Course Code: 10201 Web Page Design B</td>
<td>Credits: .5 CR</td>
</tr>
</tbody>
</table>

Prerequisites:

SD1240 Creating Websites Using HTML and CSS or equivalent

ITT Catalog Description:

This course introduces techniques used in building interactive Websites for mobile and desktop devices, using technologies such as HTML5, CSS3 and JavaScript.

NCES Course Description:

Web Page Design courses teach students how to design web sites by introducing them to and refining their knowledge of site planning, page layout, graphic design, and the use of markup languages—such as Extensible Hypertext Markup, JavaScript, Dynamic HTML, and Document Object Model—to develop and
maintain a web page. These courses may also cover security and privacy issues, copyright infringement, trademarks, and other legal issues relating to the use of the Internet. Advanced topics may include the use of forms and scripts for database access, transfer methods, and networking fundamentals.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>SD1420 Introduction to Java Programming</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10155 Java Programming</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

PT1420 Introduction to Programming or equivalent

**ITT Catalog Description:**

This course introduces fundamentals of programming using Java and associated development tools and environments.

**NCES Course Description:**

Java Programming courses provide students with the opportunity to gain expertise in computer programs using the Java language. As with more general computer programming courses, the emphasis is on how to structure and document computer programs, using problem-solving techniques. Topics covered in the course include syntax, I/O classes, string manipulation, and recursion.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>SD1430 Introduction to Mobile Operating Systems</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10160 Particular Topics in Computer Programming</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

SD1230 Introduction to Application Design and Development or equivalent

**ITT Catalog Description:**

This course provides an overview of mobile operating systems, such as iOS, Android and Windows Mobile. Topics include architecture, functions and the impact on application development in each operating system.

**NCES Course Description:**

These courses examine particular topics in computer programming other than those already described.
<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>SD2520 Introduction to Database and XML with jQuery</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10053 Database Applications</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

PT1420 Introduction to Programming or equivalent

**ITT Catalog Description:**

This course introduces fundamental concepts of database technology and applications. Topics include object-oriented relational databases, database management systems, and using SQL, XML and jQuery to build databases that interact with applications.

**NCES Course Description:**

Database Application courses provide students with an understanding of database development, modeling, design, and normalization. These courses typically cover such topics as SELECT statements, data definition, manipulation, control languages, records, and tables. In these courses, students may use Oracle WebDB, SQL, PL/SQL, SPSS, and SAS and may prepare for certification.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>SD2550 Application Development Using Java I</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10160 Particular Topics in Computer Programming</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

SD1420 Introduction to Java Programming or equivalent, SD1430 Introduction to Mobile Operating Systems or equivalent

**ITT Catalog Description:**

This course introduces basic techniques used to develop applications using Java.

**NCES Course Description:**

These courses examine particular topics in computer programming other than those already described.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>SD2650 Application Development Using Java II</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>10160 Particular Topics in Computer Programming</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**
SD2520 Introduction to Database and XML with jQuery or equivalent, SD2550 Application Development Using Java I or equivalent

**ITT Catalog Description:**

This course examines intermediate-level development techniques for applications running in the Android operating system environment. Focus is on applications interacting with Websites for mobile devices.

**NCES Course Description:**

These courses examine particular topics in computer programming other than those already described.

<table>
<thead>
<tr>
<th>ITT Course Title</th>
<th>Course Duration: 1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD2670 Social Networking Applications and Technology</td>
<td></td>
</tr>
</tbody>
</table>

**NCES Course Code:**

10204 Particular Topics in Media Technology

**Credits:** .5 CR

**Prerequisites:**

SD2520 Introduction to Database and XML with jQuery or equivalent

**ITT Catalog Description:**

This course examines a variety of social networking platforms, media, methods, tools and applications running on desktop and mobile devices. Topics include analysis of technical features and capabilities of social networking applications and the impact on consumer behavior and the global economy.

**NCES Course Description:**

These courses examine particular topics in internet design and applications other than those already described.

<table>
<thead>
<tr>
<th>ITT Course Title</th>
<th>Course Duration: 1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD2799 Software Development Capstone Project</td>
<td></td>
</tr>
</tbody>
</table>

**NCES Course Code:**

10160 Particular Topics in Computer Programming

**Credits:** .5 CR

**Prerequisites:**

Completion of a minimum of 75 credits earned in the program of study

**ITT Catalog Description:**
This course provides the opportunity for students to use knowledge and skills acquired in the program of study to research, design, develop and promote a desktop or mobile application.

**NCES Course Description:**

These courses examine particular topics in computer programming other than those already described.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>SP2750 Group Theory</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>04259 Particular Topics in Sociology</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

EN1320 Composition I or equivalent

**ITT Catalog Description:**

This course is an overview of the theory related to groups of people bonded by task or culture. Emphasis is on communication, critical thinking and group process theory, including social exchange theory, structuration theory, functional theory, group ethics, diversity and related communication conflicts, group decision-making, creativity, leadership and gender.

**NCES Course Description:**

These courses examine a particular topic in sociology, such as culture and society or the individual in society, rather than provide an overview of the field of sociology.

<table>
<thead>
<tr>
<th>ITT Course Title:</th>
<th>Statistics A</th>
<th>Course Duration:</th>
<th>1 Trimester</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code:</td>
<td>02201 Probability and Statistics A</td>
<td>Credits:</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

MA1310 College Mathematics II or equivalent

**ITT Catalog Description:**

**NCES Course Description:**

Probability and Statistics courses introduce the study of likely events and the analysis, interpretation, and presentation of quantitative data. Course topics generally include basic probability and statistics: discrete probability theory, odds and probabilities, probability trees, populations and samples, frequency tables, measures of central tendency, and presentation of data (including graphs). Course topics may also include normal distribution and measures of variability.
<table>
<thead>
<tr>
<th>ITT Course Title</th>
<th>World Language A</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code</td>
<td>varies by student</td>
</tr>
<tr>
<td>Course Duration</td>
<td>1 Trimester</td>
</tr>
<tr>
<td>Credits</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

None

**ITT Catalog Description:**

Recommend students complete courses from Michigan Virtual High School based on needs and previous language studies

<table>
<thead>
<tr>
<th>ITT Course Title</th>
<th>World Language B</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCES Course Code</td>
<td>varies by student</td>
</tr>
<tr>
<td>Course Duration</td>
<td>1 Trimester</td>
</tr>
<tr>
<td>Credits</td>
<td>.5 CR</td>
</tr>
</tbody>
</table>

**Prerequisites:**

None

**ITT Catalog Description:**

Recommend students complete courses from Michigan Virtual High School based on needs and previous language studies
SCHEDULE 7-3

STAFF RESPONSIBILITIES
Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.
Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil’s parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher’s 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil’s parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher’s or school administrator’s performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.
Schedule 7-3: Staff Responsibilities

All ECA staff report to the Executive Director. Staff includes a guidance counselor, highly qualified teachers, administrative assistant and Career Academy Counselors (who function as teaching assistants).

The Executive Director executes the mission and vision of the Early Career Academy ("Academy"), leads and ensures excellence in teaching, student learning and student development; promotes community support and maintains efficient and effective operations of the Academy.

Responsibilities

- Establishes and ensures achievement of organizational goals while articulating the Academy’s mission, vision and goals to all stakeholders. Oversees and evaluates all programs, services, activities and staff to ensure goals are met.
- Develops the annual Academy business plan and operating budget and ensures all financial transactions are completed in accordance with State policies and procedures. Manages budgeting/forecasting process, expense control, school funds, purchases, inventories, office operations and facilities.
- Develops the Emergency Response Plan, the Technology Plan and the School Improvement Plan and ensures effective implementation by all staff and students. Oversees the evaluation and assessment requirements for the Academy by developing and implementing assessment tools to include classroom evaluation, assessment and grading; grade reporting to students and parents; standardized assessments and surveys of all stakeholder groups.
- Collaborates with the College Director and assists in developing policy recommendations and setting priorities. Prepares Academy financial reports and presents recommendations to the College Director for review and approval.
- Develops and maintains connections with various stakeholders to include parents/guardians, local educational services agencies, Principal associations, state’s Department of Education, etc. Work with staff to identify local resources, specifically those that impact parent to parent support, such as support groups, respite and child care services.
- Provides leadership, direction, motivation and supervision of direct reports. Coaches staff in the growth and improvement of skills through timely, specific and constructive feedback. Oversees the training and development needs of employees. Screens, interviews and hires employees.
- Guides employees and oversees their work to ensure compliance with policies and procedures, ethical practices, and all federal and local laws, regulations and reporting requirements. Ensures timely submission of required reports with local, state, and federal education agencies, the Governing Board, and authorizer.

Requirements

- Master’s degree in education, management or related field from an institution accredited by an accrediting agency recognized by the US Department of Education.
- Administrator Certification; or be enrolled in a program to obtain certification within 6 months of hire and complete the program within 3 years.
- At least five (5) years leadership experience as a high school Principal, high school Assistant Principal or related professional field. Must possess 6 semester hours or 18 State Board
Continuing Education Units (CEU’s), or any combination thereof. Required to meet ongoing continuing education requirements within 5 years.

- Possess excellent interpersonal, influencing and collaboration skills. Able to present results to all levels of management and public. Able to work with a variety of disciplines and levels inside and outside of the organization.
- Ability to respond effectively to the most sensitive inquiries or complaints in writing. Ability to organize and write reports and presentations in original or innovative techniques or style on controversial or complex topics to top management.
- Skilled in recruiting, interviewing and hiring new employees. Experience in supervising employees with ability to assign work, train employees, and conduct job performance reviews. Able to foster a positive and productive work environment with ability to lead, build teams and motivate staff.
- Efficiently utilize a personal computer and related software including Microsoft Office, departmental specific software and Internet proficiencies.
- Proven educational or administrative experience in solving complex problems for individuals. Experience with analyzing and identifying the strengths and weaknesses of options and exercising critical thinking, problem solving, and judgment skills. Ability to analyze risks and identify ways to mitigate those risks. Proactively and proficiently able to diagnose problems and identify solutions.
- Strong creative project management skills with proven track record of successful project completions.
- Apply and maintain a broad knowledge of principles, practices, procedures, laws and regulations. Able to provide examples of situations needing rule interpretation and application. Proven experience in performing inductive and deductive reasoning to combine pieces of information to form general rules or conclusions and then apply those rules to specific problems to produce answers.

The Guidance Counselor provides personal, academic, college, and career counseling to students. Additionally, this position manages student course scheduling and student records from enrollment through graduation, coordinates school testing program and assists the Executive Director in day-to-day management of the school.

Responsibilities

- Assists the Executive Director in day to day management of the school.
- Serves as the primary student Counselor and Advisor.
- Manages and maintains student academic records.
- Conducts enrollment interviews with prospective students and parents.
- Reviews student transcripts and develops individual learning plans.
- Manages the schools course scheduling system and processes.
- Administers the school-wide assessments and the State Testing Program.
- Manages the school data collection and reporting process.
- Generates report cards.
- Supervises the school tutoring program.
- Serves as the School Safety Specialist.
- Assists in school marketing and recruiting.
- Maintains valid counseling credentials.
- Ensures compliance with corporate policies and procedures, ethical practices, and the guidelines of government and accrediting organizations.

Requirements
- Education - Graduate degree from an institution accredited by an accrediting agency recognized by the US Department of Education
- Licensure - valid Michigan certification as a Guidance Counselor
- Experience - At least one year counseling experience in a secondary setting

Teacher job descriptions will vary based on the subject they are teaching. Below is an example of a math teacher’s job description.

The Teacher delivers quality instruction ensuring student satisfaction by instructing students in a classroom or laboratory setting according to program objectives and course syllabi.

Responsibilities
- Teaches material from approved curriculum and develops daily lesson plans to include instructional aids.
- Develops daily lesson plans to include instructional aids.
- Assists student in achieving completion of objectives. Provides regular and timely feedback to students.
- Participates in school retention initiatives by maintaining productive contact with students and by getting in touch with and offering assistance to absent students.
- Advises students in matters related to academics, attendance and behaviors.
- Motivates student to actively participate in all aspect of the educational process.
- Maintains and reports student grades and attendance in accordance with company policies.
- Completes professional development and in-service activities in accordance with college standards.
- Participates in department curriculum meetings.

Requirements
- Must have a doctorate or a master’s degree and earned 18 graduate semester (or equivalent) credit hours in math. Degree must be from an institution accredited by an accrediting agency recognized by the U.S. Department of Education.
- Minimum of three (3) years applicable experience in Math or related field is required.
- Teaching experience in post-secondary education at an accredited institution is preferred.
- Superior interpersonal, customer services, presentation and communications skills required.
- Creative, innovative and problem solving skills required.
- Proven organizational skills and ability to complete assignments timely and accurately with minimal supervision.
- Ability to utilize different methods and mediums in delivering course material.
- Proficiency in Microsoft Office and the Internet.
- Able to obtain and maintain licenses if applicable as required by state or accrediting commissions.
- Evening hours may be required.

Credential requirements by teacher type:
• English – Graduate Degree in English, Secondary Teaching License
• Mathematics – Graduate Degree in Mathematics, Secondary Teaching License
• Social Studies – Graduate Degree, Secondary Teaching License in Government, History, and Economics
• Technology – Bachelor’s Degree (Master’s preferred), one year industry experience, and CTE Licensure

Career Academy Counselors, or teaching assistants, will mentor, tutor and work directly with students throughout each day. The Career Academy Counselors will also work directly with the Guidance Counselor on progress monitoring, attendance and each student’s graduation track. Ideally the Career Academy Counselors will not only have expertise working with high school students, but will also be familiar with programming for ITT Tech post-secondary degrees.

The Administrative Assistant is responsible for executing special assignments requiring initiative and judgment while performing everyday secretarial duties.

Responsibilities
• Assists with preparing reports, forms, etc from rough drafts, making grammar, punctuation, and spelling as needed.
• Perform duties such as answering and directing incoming calls, taking messages, greeting visitors, maintains appointment and work schedules and secures accommodations (travel, etc.) for supervisor.
• Serves as an effective liaison between supervisor and internal and external contacts.
• Examines correspondence, memos, directives, materials, etc. received and initiates relevant action such as replying to requests by sending a form letter, arranging meeting , or compiling recurring reports.
• Establishes and properly maintains an effective recordkeeping system for correspondence, reports, meeting minutes, supplies, and other sources of information.
• Responsible for proper use and preventive maintenance of general office equipment.

Requirements
• Possess a minimum of one year secretarial experience and experience with Microsoft Office applications.
• Previous experience supporting an executive preferred.
• Excellent communication skills along with a helpful disposition necessary to deal effectively and courteously with internal and external contacts.
• Ability to type, edit, proof business correspondence and prepare reports.

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 state code 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.

As of this writing, final job descriptions have not been approved. However, the descriptions and details listed should conform materially to the final descriptions.
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: 03/09/2014

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 3rd day of May 2014, at which a quorum was present.

Board Secretary
SCHEDULE 7-5

ACADEMY’S ADMISSION POLICIES AND CRITERIA
Schedule 7-5: Admission policies

The Early Career Academy will initiate a systematic, public, and documented recruitment process to ensure that all students have an equal chance for admission. The Board of Directors will ensure that the admissions policies and procedures comply with any applicable state and federal laws including MCL Section 380.504. The Early Career Academy will admit all students who submit a timely application for enrollment. Enrollment will be limited to grades 11 and 12 and A CA60 file audit will be used to verify the student’s grade. Enrollment for each grade level is determined by building capacity and individual class sizes.

The open enrollment period in a typical year will begin in November and will continue until the end of March. If the number of completed applications exceeds the openings available, a lottery will be held in April for any grade level(s) in which an excess of completed qualified applications have been received. The lottery will determine which students will be admitted. Notification of admission will be made to parents/guardian and failure to accept within a reasonable amount of time will forfeit admission and subsequently be put back in the lottery. The remaining names will be drawn and placed on a waiting list in the order in which they were drawn for only that academic school year. If a vacancy arises before the commencement of the school year, the individual on the waiting list with the lowest number assignment will be offered admission and then removed from the waiting list. If an application is received after the application period has passed, the applicant’s name will be added to the waiting list behind the names of the applicants who applied within the guidelines.

ECA not charge tuition and will not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a school district.

ECA will give enrollment priority to the following:

- A sibling of a pupil enrolled in the public school academy.
- A pupil who transfers to the public school academy from another public school pursuant to a matriculation agreement between the public school academy and other public school that provides for this enrollment priority, if all of the following requirements are met:
  - Each public school that enters into the matriculation agreement remains a separate and independent public school.
  - The public school academy that gives the enrollment priority selects at least 5% of its pupils for enrollment using a random selection process.
  - The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.
- A child of a person who is employed by or at ECA or who is on the board of directors of ECA.
SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE
Schedule 7-6: School Calendar and Day schedule

The ECA proposed daily schedule listed below. Changes may occur prior to the start of the school.

<table>
<thead>
<tr>
<th>Time</th>
<th>Blue</th>
<th>White</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00-8:30</td>
<td></td>
<td>Homeroom*</td>
</tr>
<tr>
<td>8:30-10:25</td>
<td>Class A</td>
<td>Class D</td>
</tr>
<tr>
<td>10:30-12:25</td>
<td>Class B</td>
<td>Class E</td>
</tr>
<tr>
<td>12:30-1:00</td>
<td>Lunch</td>
<td></td>
</tr>
<tr>
<td>1:05-3:00</td>
<td>Class C</td>
<td>Class F</td>
</tr>
<tr>
<td>3:00-4:00</td>
<td>After-school activities</td>
<td></td>
</tr>
</tbody>
</table>

*Announcements/Attendance 8:30

Early Career Academy
2014-2015 School Calendar

First Trimester
August 14, 2014 Thursday Professional Meetings for Staff
August 15, 2014 Friday Professional Meetings for Staff
August 18, 2014 Monday First Day of School for Students
September 1, 2014 Monday Labor Day – No School
October 2, 2014 Thursday 1st Mid-Term Reports Sent Home
October 2, 2014 Thursday Parent/Student/Teacher Conferences
October 23-24, 2014 Thursday & Friday Fall Break – No School
November 14, 2014 Friday End of First Trimester

Second Trimester
November 17, 2014 Monday Beginning of Second Trimester
November 28-29, 2014 Thursday & Friday Thanksgiving
December 22-January 2, 2015 Begins on Monday Winter Break – No School
January 5, 2015 Monday School Reopens
January 15, 2015 Thursday 2nd Mid-Term Reports Sent Home
January 15, 2014 Thursday Parent/Student/Teacher Conferences
January 19, 2015 Monday Martin Luther King, Jr. Day – No School
February 16, 2015 Monday Presidents’ Day – No School
February 27, 2015 Friday End of Second Trimester
March 2-March 6, 2015 Begins on Monday Spring Recess – No School

Third Trimester
March 9, 2015 Monday Beginning of Third Trimester
April 23, 2015 Thursday 3rd Mid-Term Reports Sent Home
May 25, 2015 Monday Memorial Day – No School
May 29, 2015 Friday Early Career Academy Graduation Day
June 3, 2015 Wednesday Last day for students
June 4, 2015 Thursday Teacher Records Day – No School
SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED
Schedule 7-7: Age/Grade range of pupils

ECA will serve students in grades 11 and 12. Students that are not considered 11th or 12th grade will not be considered for admission. A CA60 file audit will be used to verify the student’s grade.
SCHEDULE 7-8

ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE
Schedule 7-8: Lease/Description

ECA is located at 1522 East Big Beaver Road, Troy, MI 48083-1905

The ECA facility is an ITT Tech college campus in Troy, MI. The campus serves an adult student population in the evening and is available for lease by ECA for use during the day. The campus is 37,600 square feet and has 13 theory rooms, 4 computer labs, 1 science lab, for a total of 809 classroom seats and 21 classrooms. The facility is ideally suited for the delivery of technology courses. The campus has an internet café where students can gather as breaks and for lunch and a learning resource center where students can access research and learning materials. ECA will have access to the campuses Virtual Library which boasts a significant collection of materials collected specifically for the programs offered at the campus.
COMMERCIAL LEASE

BETWEEN:

ITT EDUCATIONAL SERVICES, INC.
("LANDLORD")

AND

ESI SERVICE CORP. AND EARLY CAREER ACADEMY, INC.
("TENANTS")

FOR

CERTAIN SPACE AT
1522 E. BIG BEAVER RD.
TROY, MI 48083
SECTION 1 – BASIC LEASE PROVISIONS

1.01. **Date, Parties, and Recitals.** This COMMERCIAL LEASE ("Lease") is made as of the Effective Date (as defined in Section 11.09 below) by and between:

ITT EDUCATIONAL SERVICES, INC., a Delaware corporation ("Landlord")

AND

The following two entities, which are jointly and severally entering into this Lease with Landlord as co-tenants, and shall be referred to, collectively, as "Tenant" hereinafter:

EARLY CAREER ACADEMY, INC., a non-profit education corporation holding a charter from Grand Valley State University,

AND

ESI SERVICE CORP., a Delaware corporation.

Reference is made to that certain Educational Products and Services Agreement ("EPSA") between EARLY CAREER ACADEMY, INC. ("ECA") and ESI SERVICE CORP. ("ESISC"), dated \( \text{June 15, 2014} \) whereby ESISC will provide certain educational products and services to ECA. A true and correct copy of the executed EPSA is attached hereto and incorporated herein as Exhibit A. Notwithstanding that ECA and ESISC may be referred to individually in this Lease, both are jointly and severally obligated under the terms and conditions of this Lease and wherever the term "Tenant" is used it means both ECA and ESISC.

1.02. **Leased Premises.** Landlord hereby leases to Tenant, the space necessary for Tenant to operate in the Building (as defined in this paragraph below) for the Permitted Use (as defined in Section 1.04 below), during the necessary daytime hours (meaning between 7:00am to 5:00pm) on Business Days (as defined in Section 11.02 below), provided Landlord and Tenant shall agree upon the space to be used and the times such space will be used by Tenant prior to each academic quarter of Landlord’s technical college during the Lease term. If the parties cannot agree upon the space then either party shall have the right to terminate the Lease with no further obligation to the other. The Leased Premises shall be contained within a building located at 1522 E. Big Beaver Rd., Troy, Michigan 48083 ("Building"), on a 3.37 acre site ("Land"), commonly known as ITT Technical Institute, Troy, Michigan (the Building and the Land collectively hereinafter known as the "Project"). The Leased Premises is being leased to Tenant in its "AS IS" condition without any warranties whatsoever, express or implied, including, without limitation the warranties of habitability or fitness for a particular purpose. Notwithstanding the foregoing, Landlord represents that the Leased Premises will be approved by all relevant state and local authorities required to approve the space prior to the commencement of classes by Tenant. Tenant may terminate this Lease if such approvals are not obtained before such time.

1.03. **Common Areas and Furnishings.** In addition to its use of the Leased Premises, Tenant and its agents, employees and invitees have the nonexclusive right with others designated by Landlord to the free use of the common areas (for their intended and normal purposes) of the Building,
including without limitation, entrances, hallways, lobbies, public restrooms, elevators, stairways, loading docks, ramps, drives, platforms, passageways, sidewalks, pipes, conduits, wires, equipment, driveways, parking areas, open spaces, other similar public areas and access ways (collectively “Common Area”). Tenant shall also have access to and use of all of Landlord’s furniture, equipment, and utilities within the Leased Premises (“Furnishings”) during the Lease Term, subject to the conditions of Section 3.03(a) below. Landlord may change (including, without limitation, removal, modification, replacement, or repositioning of items or portions of) the Common Area or Furnishings, in its sole discretion, provided such changes do not materially or unreasonably interfere with Tenant’s access to, or use of, the Leased Premises or do not lessen the quality of the facility or the quality and quantity of furnishings provided to Tenant at the commencement of this Lease.

1.04. Use. Tenant shall use the Leased Premises solely for the purpose of operating the Charter School described in the EPSA (“Permitted Use”), unless Landlord gives its advance written consent to another use. Tenant agrees that the Permitted Use shall not materially interfere with Landlord operating its existing technical college within the Building at any time during the Lease term. If Landlord provides Tenant with notice that its activities related to the Permitted Use are materially interfering with Landlord’s operations, then the parties shall mutually agree upon a plan to mitigate such interference. If no agreement can be reached, either Landlord or Tenant may terminate the lease with no further liability to the other. Tenant shall occupy the Leased Premises, conduct its business and control its agents, employees, invitees, and visitors in a lawful and reputable way and so as not to create any nuisance or otherwise interfere with, annoy, or disturb other persons within the Building beyond what would be reasonably expected given the nature of the Permitted Use. Tenant shall not commit, or allow to be committed, any waste on the Leased Premises.

1.05. Term. The parties hereto agree that the Term of this Lease shall begin on the Effective Date and shall be co-terminus with the term of the EPSA, as defined in Section 6 of the EPSA (“Term of the EPSA”), including any extensions thereof, and shall expire or terminate upon the expiration or earlier termination of the EPSA (“Termination Date”), provided Landlord is given reasonable prior written notice from Tenant of any early termination or extension, by either ECA or ESISC, of the Term of the EPSA. In the event that Tenant notifies Landlord of the early termination of the EPSA, this Lease shall automatically terminate on the Termination Date stated in such notice without the requirement of any further documentation and Tenant and Landlord shall have no obligation to the other party pursuant to this Lease after such early Termination Date.

1.06. Parking. Tenant shall have the non-exclusive use of all of the parking spaces in the parking lot located around the Building.

SECTION 2 – RENT

2.01. Rent. Beginning on the first day Tenant begins to occupy the Leased Premises for the Permitted Use (“Commencement Date”), Tenant shall pay to Landlord an annual amount equal to Nine Hundred and 00/100 Dollars ($900) per student enrolled by Tenant (“Base Rent”). For Base Rent purposes “per student enrolled” will be the arithmetic average of all official state student count days.
The Base Rent shall be paid:

(i) in monthly installments, which shall automatically be adjusted based on the periodic adjustment of the Facilities Rent as stated in Schedule 1 of Schedule A to the EPSA;

(ii) without advance notice, demand, offset or deduction, unless the offset or deduction is made by Tenant as permitted herein or to recover any unpaid court judgment Tenant has against Landlord;

(iii) in advance by the first day of each month during the Lease term; and

(iv) to Landlord as set forth in Subsection 11.03 below, or as Landlord may hereafter specify in writing to Tenant.

If the Commencement Date is not on the first day of a month, and/or the Termination Date is not the last day of a month, the Base Rent for that partial month will be prorated based on the actual number of days in the month.

SECTION 3 – AFFIRMATIVE OBLIGATIONS

3.01. Compliance With Laws.

3.01(a). Landlord's Compliance. Landlord shall, on the Commencement Date and at all times thereafter throughout the Lease term (including any extension of the Lease term pursuant to the terms hereof), keep the structural components of the Building, all Common Areas, and all other areas of the Project in compliance with all current and future applicable laws, ordinances, rules, regulations, and guidelines of state, federal, municipal, and other governmental authorities, relating to the use, condition, and occupancy of the Project, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Act, and the Americans with Disabilities Act (collectively “Applicable Laws”).

3.01(b). Tenant’s Compliance. Tenant shall comply with all Applicable Laws that relate to its use of the Leased Premises, other than structural issues with the Building or other items that Landlord is responsible for under Section 3.01(a) above.


3.02(a). Janitorial. Landlord shall provide and pay the cost of all janitorial services with respect to the Leased Premises that Tenant occupies during the Lease term.

3.02(b). Utility Services. Landlord shall provide and pay the cost of all utility services with respect to the Leased Premises.

3.02(c). Access. Tenant, its employees, agents, and invitees shall have access to the Leased Premises during Tenant’s normal business hours which shall be agreed upon between the
parties. Landlord shall have the right to lock the Building beyond Tenant’s normal business hours pursuant to its normal procedures.

3.03. Repairs and Maintenance.

3.03(a). Tenant’s Care of Leased Premises and Furnishings. Tenant shall keep the Leased Premises and all Furnishings in good, clean and sanitary condition. Notwithstanding anything to the contrary in Section 5 below, Tenant shall repair or replace (or pay to Landlord the reasonable cost of such repair or replacement), in Landlord’s sole discretion, any damage to the Furnishings caused by acts or omissions of Tenant or Tenant’s employees, agents, students, invitees, or contractors, normal wear and tear excepted, provided the total cost of any such damage, and related damage resulting from the same act or omission, falls below Landlord’s property insurance deductible or Landlord deems, in Landlord’s sole discretion, making a claim for such damage to Landlord’s property insurer would be unduly burdensome.

3.03(b). Landlord’s Care of Leased Premises, Building and Project. It is intended by the parties hereto that Tenant have no obligation to repair and maintain the Leased Premises, Building or Project. Landlord shall keep the Building and the Leased Premises maintained in good working order.

SECTION 4 – NEGATIVE OBLIGATIONS

4.01. Alterations. Tenant shall have no right to make any alterations to the Leased Premises.

4.02. Assignment and Subleasing. Tenant shall not transfer, mortgage, encumber, assign, or sublease all or part of the Leased Premises without Landlord’s advance written consent.

SECTION 5 – INSURANCE

5.01. Insurance.

5.01(a). Insurance. Landlord shall keep the Building (including, without limitation, the Improvements) insured against damage and destruction by fire, hail, windstorm, vandalism, explosion, and other perils, including without limitation, earthquake coverage, in the amount of the full replacement value of such Building, as the value may exist from time to time. Landlord’s insurance carrier shall be licensed in the State of Michigan. Upon written request from Tenant, Landlord shall provide Tenant with written evidence (certificate of insurance) of such insurance coverage.

5.01(b). Property Insurance. Each party shall keep its personal property (including, without limitation, any Furnishings) and trade fixtures in the Leased Premises insured in an amount equal to one hundred percent (100%) of the replacement cost of the property and fixtures.

5.01(c). Use. Tenant shall not use the Leased Premises in any way which would be hazardous or which would in any way increase the cost of or render void or voidable the insurance required above in Subsections 5.01(a) and (b).
5.01(d). Liability Insurance. Landlord and Tenant shall each maintain comprehensive
general liability insurance, including public liability and property damage, with a minimum
combined single limit of liability of two million dollars ($2,000,000) for personal injuries or
deaths of persons occurring in or about the Project and Leased Premises.

5.01(e). Waiver of Subrogation. Because Landlord and Tenant waive and release all
rights, claims, demands, and causes of action that either party may have against the other
party on account of any loss or damage to real or personal property as more specifically set
forth in Section 5.02(e) below, the assignment of any such claim by way of subrogation (or
otherwise) to an insurance company (or any other person) will be precluded, and each party
therefore agrees to immediately give its respective insurance company or companies written
notice of the terms of such mutual waivers and to have their respective insurance policies
properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by
reason of such waivers. Furthermore, upon request from the other party, each party agrees
to provide evidence that notice has been given to their insurance company as set forth in this
paragraph, including evidence of any necessary endorsement.

5.01(f). Insurance Criteria. Insurance policies required by this Lease shall:

(i) be issued by insurance companies with general policyholder’s ratings of at
least A and a financial rating of at least XI in the most current Best’s
Insurance Reports available on the Commencement Date. If the Best’s
ratings are changed or discontinued, the parties will agree to an equivalent
method of rating insurance companies;

(ii) provide that the insurance not be canceled or materially change in the scope
or amount of coverage, unless thirty (30) days’ advance notice is given to the
nonprocuring party;

(iii) be permitted to be carried through a “blanket policy” or “umbrella” coverage;

(iv) be maintained during the entire Lease term (including any extension terms); and

(v) provide that the procuring party is responsible for any deductible obligation.

5.01(g). Evidence of Insurance. Tenant shall give certificates of insurance to the Landlord
upon request. The certificate will specify amounts, types of coverage and the insurance
criteria specified in this Subsection 5.01.

5.02. Indemnification and Release of Claims.

5.02(a). Tenant’s Indemnity. Tenant indemnifies, defends, and holds Landlord harmless
from claims made by third parties for personal injury, death, or property damage occurring
in or about the Leased Premises, the Building, the Project or College Facilities that are
caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees.
5.02(b). **Landlord’s Indemnity.** Landlord indemnifies, defends, and holds Tenant harmless from claims made by third parties for personal injury, death, or property damage occurring in or about the Leased Premises, the Building, the Project or College Facilities that are caused by the negligence or willful misconduct of Landlord, its agents, employees, or invitees.

5.02(c). **Release of Claims.** Landlord and Tenant intend that their respective insurers be solely responsible for making them whole with regard to their respective property losses, if any. Accordingly, notwithstanding Subsections 5.02(a) and (b) above, Landlord and Tenant waive and release all rights, claims, demands, and causes of action that either party (an “Injured Party”) may have against the other party and/or the other party’s shareholders, partners, members, officers, directors and/or employees on account of any loss or damage to real or personal property suffered by the Injured Party.

5.03. **Transfer of Leased Premises.** Landlord may transfer and assign, in whole or in part, its rights and obligations with respect to the Project and the Leased Premises. If the Project or Building in which the Leased Premises are located is sold or transferred (whether voluntarily or involuntarily), Landlord’s obligations and liabilities under this Lease which accrue after the transfer will be the sole responsibility of the new owner.

**SECTION 6 – LOSS OF PREMISES**

6.01. **Damages.**

6.01(a). **Definition.** “Relevant Space” means:

(i) the Leased Premises as defined in Subsection 1.02 above;

(ii) access to the Leased Premises;

(iii) any part of the Building in which the Leased Premises are located or the Project that provides services to the Leased Premises; and

(iv) the Parking Spaces.

6.01(b). **Repair of Damage.** If the Relevant Space is damaged in part or whole from any insured cause and the Relevant Space can be substantially repaired and restored within two hundred ninety (290) days from the date of the damage using standard working methods and procedures, Landlord shall either designate other reasonably equivalent space as the Leased Premises or promptly and diligently repair and restore the Relevant Space to substantially the same condition as existed before the damage. If the Relevant Space is damaged in whole or in part by an uninsured cause, or if the proceeds of insurance plus the amount of any deductible obligation of Landlord are insufficient to pay for the repair of any damages to the Relevant Space, then Landlord will have the option to either repair the damage, designate other reasonably equivalent space as the Leased Premises or to cancel this Lease as of the date of the cause by written notice to Tenant. If the Relevant space is to be repaired and restored, then the repair and restoration will be made within two hundred ninety (290) days from the date of the damage, unless the delay is due to causes beyond Landlord’s control.
Nevertheless, if the Relevant Space is not repaired and restored within three hundred sixty-five (365) days from the date of the damage, then Tenant may cancel this Lease at any time thereafter by giving written notice to Landlord. Landlord shall provide written notice to Tenant within sixty (60) days after the date that the Relevant Space is damaged as to whether the Relevant Space can be repaired within the two hundred ninety (290) day period set forth above. If the Relevant Space cannot be repaired and restored within the two hundred ninety (290) day period and the damage to the Relevant Space has left the Leased Premises untenantable for the use intended by Tenant, then either party may cancel this Lease by giving written notice to the other party.

6.02. **Condemnation.**

6.02(a). **Definitions.** The terms “eminent domain,” “condemnation,” “taken,” and the like in this Subsection 6.02 include any takings, acquisitions or purchases for public or quasi-public use by any authority.

6.02(b). **Entire Taking.** If all of the (i) Leased Premises, (ii) Building in which the Leased Premises are located, (iii) Project, or (iv) Parking Spaces required for reasonable access to, or use of, the Leased Premises are taken by eminent domain, this Lease shall automatically terminate on the date title vests.

6.02(c). **Partial Taking.** If the taking of a part of the (i) Leased Premises, (ii) Building in which the Leased Premises are located, (iii) Project, or (iv) Parking Spaces prevents Tenant from continuing its business operations in substantially the same manner and space then Tenant may terminate this Lease on the date title vests. If there is a partial taking as to the usable square footage of the Building and this Lease continues, then the Lease shall end as to the part taken.

6.02(d). **Repair.** If in the event of a partial taking in which the Lease is not canceled as provided above in Subsection 6.02(c), then Landlord, at its expense, will promptly repair and restore the (i) Leased Premises, (ii) Building in which the Leased Premises are located, (iii) Project, and (iv) Parking Spaces, to the condition that existed immediately before the taking (except for the part taken).

6.02(e). **Awards and Damages.** Any award from the condemning authority shall belong to Landlord.

**SECTION 7 – DEFAULT**

7.01. **Tenant Default.** Each of the following constitutes a default by Tenant under this Lease ("Tenant Default"): (i) A breach of any obligation of Tenant set forth in this Lease.

(ii) Tenant’s failure to vacate or stay any of the following within ninety (90) days after they occur:

(1) a petition in bankruptcy is filed by or against Tenant;
(2) Tenant is adjudicated as bankrupt or insolvent;

(3) a receiver, trustee, or liquidator is appointed for all or a substantial part of Tenant’s property; or

(4) Tenant makes an assignment for the benefit of creditors.

(iii) Tenant commits any act resulting in a lien being filed against the Leased Premises, and Tenant fails to discharge the lien pursuant to Subsection 9.02(a) below within ten (10) days after Tenant receives written notice from Landlord that such a lien has been filed.

7.02. Landlord’s Remedies.

7.02(a). Remedies. If a Tenant Default arises, Landlord may immediately or at any time thereafter terminate this Lease upon Tenant’s receipt of written notice from Landlord of such termination.

7.02(b). Attorney’s Fees and Costs. Tenant shall also pay all reasonable attorney’s fees and other costs of suit (and appeal, if necessary) incurred by Landlord, if it becomes necessary for Landlord to employ an attorney or other agent to bring suit to (i) collect any amounts due by Tenant under this Lease, or (ii) enforce any provisions of this Lease.

7.02(c). Waiver of Tenant Default or Remedy. Failure of Landlord to notify Tenant of a Tenant Default immediately upon its occurrence or take any action in the event of such Tenant Default, shall not constitute a waiver of such Tenant Default. Landlord shall have the right to declare such Tenant Default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth above in Subsection 7.02(a) shall not preclude pursuit of any one or more of the other remedies provided therein or elsewhere in this Lease or by law or equity.

7.02(d). Mitigation. Landlord shall use its best efforts to mitigate its damages in the event of any Tenant Default.

7.03. Landlord Default. Landlord’s failure to perform or observe any of its Lease obligations within ten (10) days after Landlord receives written notice from Tenant that any such performance or observance is past due is a default under this Lease (each a “Landlord Default”). Any Landlord Default must be cured immediately or as soon as practical. If any Landlord Default cannot be cured within a reasonable period of time that would make it impossible for Tenant to use the Leased Premises for the Permitted Use, then either party shall have the right to terminate the Lease with no further obligation to the other. If Tenant brings suit against Landlord for any breach by Landlord of any of its obligations hereunder, and such a breach is determined to have occurred, Landlord shall pay Tenant all costs and expenses incurred by Tenant with respect thereto, including, without limitation, all reasonable attorney’s fees.
7.04. **Survival.** The remedies of the parties after a Tenant Default or Landlord Default, the parties’ indemnities in Subsection 5.02 above, and Landlord’s obligation to mitigate damages in Subsection 7.02(d) above will survive the termination of this Lease.

SECTION 8 – NONDISTURBANCE

8.01. **Liens and Nondisturbance.** Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien now or hereafter recorded or otherwise on the Leased Premises, but only if and upon the execution by each such liencdholder of a Nondisturbance and Attornment Agreement. If the interest of Landlord under this Lease is transferred by reason of foreclosure or other proceedings for enforcement of any lien on the Leased Premises, this Lease shall continue and Tenant will attorn to and recognize the transferee (“Purchaser”) under the terms and conditions of this Lease for the balance of the remaining Lease term, including any extensions or renewals, with the same force and effect as if the Purchaser were Landlord under this Lease. Such attornment shall be effective upon Tenant’s and Purchaser’s execution of a Nondisturbance and Attornment Agreement.

8.02. **Estoppel Certificate.**

8.02(a). **Obligation.** Either party (“Answering Party”) shall from time to time, within ten (10) business days after receiving a written request from the other party (“Asking Party”), execute and deliver to the Asking Party a written statement. This written statement, which may be relied on by the Asking Party and any third party with whom the Asking Party is dealing will certify, if true or applicable at such time:

(i) Tenant is in possession of the Leased Premises;

(ii) the condition of the Leased Premises is acceptable to the Answering Party;

(iii) the Lease is unmodified and in full effect or in full effect as modified, stating the date and nature of the modification;

(iv) whether to the Answering Party’s knowledge the Asking Party is in default under this Lease or whether the Answering Party has any claims or demands against the Asking Party and, if so, specifying such default, claim, or demand;

(v) the current month’s rent has been paid, but is not, and shall not be, paid for more than one month in advance; and

(vi) to other correct and reasonably ascertainable facts that are covered by the Lease terms.

8.02(b). **Remedy.** The Answering Party’s failure to comply with its obligation in Subsection 8.02(a) above shall be a default under this Lease by the Answering Party.

8.03. **Quiet Enjoyment.** If there is no Tenant Default, Landlord warrants that Tenant’s peaceable and quiet enjoyment of the Leased Premises shall not be disturbed by anyone at any time during the
Lease term because of acts or omissions of Landlord subject to the rights of any lender pursuant to the Nondisturbance and Attornment Agreement described in Subsection 8.01 (including any extensions or renewal thereof). Notwithstanding the foregoing, Landlord and Tenant acknowledge and agree that Landlord shall continue to operate its technical college out of the Building and may continue to access all Common Areas and other spaces adjoining or adjacent to the Leased Premises within the Building during its normal business hours.

SECTION 9 – LANDLORD’S RIGHTS

9.01. Rules.

9.01(a). Rules for the Building. Tenant, its employees, agents and invitees shall comply with the reasonable rules applicable to the Project (“Rules”) which are in effect and may be changed from time to time by Landlord.

9.01(b). Conflict with Lease. If a Rule conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

9.01(c). Enforcement. Landlord shall not unreasonably enforce the Rules against Tenant, its employees, agents or invitees.

9.02. Mechanic’s Liens.

9.02(a). Discharge Lien. Tenant shall, within twenty (20) days after receiving notice of any mechanic’s lien for material or work claimed to have been furnished to the Leased Premises on Tenant’s behalf and at Tenant’s request, except for work contracted by Landlord (including, without limitation, the Improvements):

(i) discharge the lien; or

(ii) post a bond equal to the amount of the disputed claim with companies reasonably satisfactory to Landlord.

If Tenant posts a bond, it will contest the validity of the lien. Tenant shall indemnify, defend, and hold Landlord harmless from losses incurred as a result of such liens.

9.02(b). Landlord’s Discharge. If Tenant does not discharge such lien or post the bond within the twenty (20) day period, Landlord may pay any amounts, including interest and reasonable attorney’s fees, to discharge such lien. Tenant shall then be liable to Landlord for the amounts paid by Landlord and shall reimburse Landlord immediately upon written demand thereof.

9.03. Right to Enter. Landlord shall have the right, at all reasonable hours with reasonable prior notice, to enter the Leased Premises to clean, repair or inspect the Leased Premises, or to conduct any other activity that Landlord deems reasonably necessary.
9.04. *Holdover.* Tenant shall vacate immediately upon the Termination of this Lease. Tenant shall have no right to holdover. No month-to-month tenancy or any other tenancy shall be created in the event that Tenant does not vacate.

9.05. *Permitted Signs.* No sign, advertisement, or notice (collectively “Signs”) will be displayed, painted or affixed by Tenant on any part of the (I) Project or Building in which the Leased Premises are located, (II) parking facilities, or (III) other portion of the Leased Premises visible from outside of the Leased Premises, without Landlord’s prior written consent.

SECTION 10 – OMITTED

SECTION 11 – MISCELLANEOUS

11.01. *Broker’s Warranty.* The parties warrant that no brokers were used in connection with this Lease and that no commissions shall be due to any broker or any other party with respect to this Lease. The party who breaches this warranty shall defend, hold harmless and indemnify the nonbreaching party from all costs, expenses, and/or liability arising from the breach.

11.02. *Notices.* All notices required or permitted to be given under any provision of this Lease shall be in writing (unless otherwise specified) and shall be deemed duly given, if sent by certified mail, registered mail, or nationwide overnight delivery service, postage prepaid, and, pending written notice to the other of a different address, addressed as follows:

(i) If to Landlord:

ITT Educational Services, Inc.
13000 North Meridian Street
Carmel, Indiana 46032-1404
Attention: Director of Real Estate

(ii) If to ECA:

Early Career Academy, Inc.
c/o George Corser
1522 E. Big Beaver Rd.
Troy, Michigan 48083-1905

(iii) If to ESISC:

ESI Service Corp.
c/o General Counsel
13000 North Meridian Street

Any notice required or permitted to be given under any provision of this Lease received severally from either ECA or ESISC by Landlord or received by either ECA or ESISC severally from Landlord shall be deemed to have been received by all parties to this Lease jointly.
11.03. **Place of Payment.** All payments required hereunder to be made by Tenant to Landlord shall be sent to Landlord at the address set forth above, electronically by ACH transfer to a bank account designated by Landlord in writing, or to any other address Landlord may specify from time to time by prior written notice delivered to Tenant. All payments required hereunder to be made by Landlord to Tenant shall be sent to Tenant at the address set forth above, or at any other address Tenant may specify from time to time by prior written notice delivered to Landlord.

11.04. **Partial Invalidity.** If any Lease provision or its application is invalid or unenforceable, the remainder of this Lease shall not be impaired or affected and shall remain binding and enforceable.

11.05. **Waiver.** The failure of either party to exercise any of its rights hereunder is not a waiver of those rights. A party waives only those rights specified in writing and signed by the waiving party.

11.06. **Binding on Successors.** This Lease is binding on, and inures to the benefit of, the parties and their respective heirs, successors, representatives, and permitted assigns.

11.07. **Governing Law.** This Lease is governed by the laws of the State of Michigan.

11.08. **Effective Date.** The date this Lease is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the date of this Lease (“Effective Date”).

11.09. **Recording.** Recording of this Lease is prohibited.

11.10. **Survival of Remedies.** The parties’ remedies will survive this Lease’s termination as set forth in Section 7.04 above.

11.11. **Authority of Parties.** Each party warrants that it is authorized to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures are necessary.

11.12. **Business Day.** “Business Days” means Monday through Friday, inclusive, excluding holidays recognized by either Tenant or Landlord. Throughout the Lease, wherever “days” are used the term will refer to calendar days. Wherever the term “business days” is used, the term will refer to business days. Notwithstanding the forgoing, Tenant shall have the access to the Leased Premises as set forth in Section 3.02(c).

11.13. **Captions.** The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Lease or any provision hereof.

11.14. **Time.** Time is of the essence in the performance of all obligations contained in this Lease.

11.15. **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, but all such counterparts together will constitute only one instrument.

11.16. **Entire Agreement.** This Lease contains the entire agreement between the parties about the Leased Premises and Project, and there are no verbal representations, warranties, understandings, stipulations, agreements, or promises pertaining to this Lease that are not incorporated herein.
Except for the Covenants for which Subsection 9.01 controls, this Lease may be amended only by a writing signed by both parties.

11.17. **Definition of Lease.** This Lease consists of the following:

(i) Title Page;

(ii) Sections 1 through 11;

(iii) Signature Pages; and

(iv) Exhibit A.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, Tenant and Landlord, by their duly authorized representatives, have caused this Lease to be executed all as of the date set forth beneath their signature below.

"Landlord"

ITT EDUCATIONAL SERVICES, INC.
A Delaware corporation

By: ________________________________
   Kevin M. Modany
   Chairman and CEO

Date: 5/15/14

"Tenant"

EARLY CAREER ACADEMY, INC.,
a non-profit education corporation holding a charter from Grand Valley State University

By: ________________________________

Name: GEORGE COX,
Title: BOARD SECRETARY
Date: 5/8/2014

AND

ESI SERVICE CORP.,
a Delaware corporation

By: ________________________________

Name: KEVIN M. MODANY
Title: CHAIRMAN & CEO
Date: 5/15/14
EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

DATED
May 15, 2014

BETWEEN

ESI SERVICE CORP.

AND

EARLY CAREER ACADEMY, INC.
This EDUCATION PRODUCTS AND SERVICES AGREEMENT ("Agreement") is made and entered into this 15th day of May, 2014 by and between ESI Service Corp., a Delaware Corporation ("ESI") and wholly owned by ITT Educational Services, Inc. and Early Career Academy, Inc., a non-profit education corporation formed under Part 6A of the Revised School Code (the "Ccde"), as amended, being Sections 380.501 to 380.507 of the Michigan Complied Laws.

RECITALS

WHEREAS, the Charter School is a public school academy, organized under the Code. The Charter School has received a Public School Academy Contract and Related Documents (the "Contract") from Grand Valley State University ("GVSU") to organize and operate a public school academy, with GVSU as the authorizing body. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

WHEREAS, ESI has a proven record of providing innovative educational products and services to students pursuing a higher education degree and successfully managing the day-to-day operation of educational programs, including but not limited to providing the "Educational Products and Services" as defined in Section 1.12 below;

WHEREAS, the Charter School desires to contract with ESI to provide such Educational Products and Services, and ESI desires to contract with the Charter School to provide such Educational Products and Services; and

WHEREAS, the Charter School and ESI desire to create an enduring educational affiliation hereunder the Charter School and ESI will work together to bring educational excellence and innovation to the Charter School based on ESI's school design expertise, comprehensive educational program, institutional principles and management methodologies. ESI shall work to understand the specific vision and design of the Charter School Board and shall use best efforts to realize the educational goals and objectives of the Charter School Board, as envisioned by the Charter School Board.

In order to facilitate the commencement of school for the 2014-2015 school year and the continuation of school thereafter, and implement an innovative educational program at the school, the parties desire to establish this arrangement for the management and operation of the Charter School's educational and administrative activities, and functions.
NOW THEREFORE, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Definitions.**

   1.1 "**Academic Year**" shall mean the school year as defined by the School Calendar (as defined in Section 1.20).

   1.2 "**Administrative Staff**" shall include the employees of ESI holding the positions described in Section 0.

   1.3 "**Affiliate**" shall mean any entity controlling, controlled by, or under common control with, ESI. ITT Educational Services, Inc. and its affiliates shall be deemed Affiliates of ESI.

   1.4 "**Authorizer**" shall mean Grand Valley State University.

   1.5 "**Budget**" shall mean the operating budget for the Charter School, as approved by the Charter School Board according to the provisions of Section 0.

   1.6 "**Charter**" shall mean the authorization to operate a Charter School granted by the Authorizer that specifies the Charter School’s mission, program, goals, students served, methods of assessment, ways to measure success, or any other provisions allowed or required by the Charter School Law. The terms of this Agreement shall be subject to the Charter, which is incorporated here by reference. Any conflict between the Charter and this Agreement shall be reconciled in favor of the Charter.

   1.7 "**Charter School Board**" shall mean the Board of Directors of the Charter School.

   1.8 "**Charter School Law**" shall refer to Michigan Code and relevant state statutes and regulations.

   1.9 "**Career Academy Counselors**" shall mean employees who perform the responsibilities described in Section 3.6(e).

   1.10 "**Confidential Information**" shall have the meaning set forth in Section 0 of this Agreement.

   1.11 "**Course(s)**" shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in Sections 0 and 0, respectively) that shall meet the educational content or other standards established by the State of Michigan in order to be recognized for high school credit in grades 11-12.

   1.12 "**Educational Products and Services**" shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below.

   1.13 "**Eligible Students**" shall have the meaning set forth in Section 0 of this Agreement.
1.14 "Enrolled" shall apply to a Student (as hereinafter defined) who: (a) has completed all of the requirements for admission to the Charter School; (b) has been notified of his/her acceptance by the Charter School; (c) has not been expelled or withdrawn from the Charter School; (d) has not enrolled in another full-time public or private school; and (e) for whom the enrollment requirements of the Charter School have been met.

1.15 "Facility" means the building from which educational services are provided to Students. The Facility shall also house the administrative offices of the Charter School.

1.16 "Instructional Materials" shall mean, collectively, the Tangible Instructional Materials, described in Section 0, and the Intangible Instructional Materials, described in Section 0 below.

1.17 "On-Site Teachers" are Teachers employed in accordance with the terms of the Charter and in connection with the provision of Educational Products and Services pursuant to the terms of this Agreement. On-Site Teachers typically provide face-to-face instruction at the Facility.

1.18 "Parent/Guardian" shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student’s parent or legal guardian, or the Student if over 18 or legally emancipated.

1.19 "Performance Review" shall mean a review of ESI’s performance under this Agreement, conducted at the Charter School Board’s discretion, the design, performance criteria, and the methodology which shall be developed by the Charter School Board in consultation with ESI.

1.20 "School Calendar" shall be the days when the Educational Services under this Agreement will be delivered to Students and Teachers, as defined by the School Handbook. ESI will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Michigan law. The School Calendar for each Academic Year is subject to prior approval by the Charter School Board and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

1.21 "School Handbook" shall mean the set of policies, rules and guidelines that are to be followed by Students. The initial School Handbook and any material changes thereto shall be subject to the approval of the Charter School Board.

1.22 "Special Needs Students" shall mean Students who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended ("IDEIA"), or Section 504 of the Federal Rehabilitation Act of 1973.

1.23 "Student" shall mean a person who is Enrolled in the Charter School.

1.24 "Student Records" shall mean those "educational records," as defined in the Family Education Rights and Privacy Act ("FERPA"), 20 USC 1232g(a)(4)(A), which the Charter School or ESI is required to retain in accordance with state law.

1.25 "Teachers" are persons employed to provide educational instruction to Students.

1.26 "Term" shall have the meaning set forth in Section 0 of this Agreement.
2. Rights and Obligations of the Board.

2.1 Appointment. The Charter School Board represents that it is authorized by law to contract with a private entity for that entity to provide educational management services. The Charter School Board hereby appoints and engages ESI for the purpose of providing managerial administrative and educational services to the School more specifically described herein.

2.2. Governance. The Charter School Board shall be responsible for the oversight, but not the day-to-day management, of the School.

2.2.1. ESI and the Charter School shall work together to implement student due process hearings as outlined in the Charter School’s code of conduct in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records.

2.3. Maintenance of Charter. The Charter School Board has the obligation to comply with the provisions of and to maintain the Contract, granted by the GVSU, for establishment of the School in accordance with the Code and in accordance with all other applicable federal and state laws.

2.4 Communication with ESI.

2.4.1. Third-Party Complaints. The parties intend that complaints made by third parties shall be resolved at the lowest level possible, consistent with principles of good governance. Complaints about the ESI received by the Board or its agents shall be routed to the Charter School Board President and promptly to ESI’s representative. Complaints about the Charter School Board or its agents shall be promptly routed to the Charter School Board President.

2.5. Evaluation of ESI. ESI shall cooperate fully with the Charter School Board in the Charter School Board’s review of the progress of ESI towards educating the children in accordance with the Charter. Any evaluation of the ESI must not disrupt the educational process. The first evaluation under this Agreement shall not commence prior to the completion of one full academic year. Thereafter, evaluations shall be conducted annually per a mutually agreed upon schedule.

2.6. Student Enrollment. ESI and the Charter School Board shall work cooperatively in recruiting and admitting students to the School, subject to the Code, School Policies, and any and all other applicable federal and state laws and regulations. ESI shall be responsible for the faithful administration of the School’s recruitment, admissions, lottery and enrollment processes in accordance with the Contract.

2.7. Legal Status and Tax Status. The School is a public school academy established by a charter issued by GVSU. The Charter School Board is organized as a Michigan non-profit corporation.
2.8. **Publicity.** The Charter School Board shall not refer to the ESI or any entity affiliated with the ESI in any advertising or other publication in connection with goods or services rendered by the ESI without the prior written approval of the ESI.

2.9. **Governing Board Training.** Prior to the opening of the school, all Board members shall participate in formal School Governing Board Training in a manner and form acceptable to the Authorizer. All Board members shall participate in formal School Governing Board training each year the School is open as well as a self-evaluation on Charter School Board best practices in a manner required by the Authorizer.

2.9.1. **Status of the Parties.** ESI is not a division or any part of the Charter School. The Charter School is a body corporate and governmental entity authorized under the Code and is not a division or a part of ESI. The relationship between the parties hereto was developed and is entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties hereto.

3. **Rights and Obligations of Manager.**

3.1 Consistent with the obligations of the Charter School Board under the Code, School Policies, and any and all applicable federal and state laws and regulations, ESI shall have the following rights and obligations in connection with the operations:

   (a) The faithful implementation of the education program and program of instruction designated in the Contract, inclusive of all special education program requirements.

   (b) Execution of the Board-adopted curriculum designated in the contract, as well as implementing the applicable grade levels and subjects designated in the Contract.

   (c) Professional development for directors, instructional personnel, and other administrative staff.

   (d) Management and administration of the School, its facilities and programs.

   (e) All extra-curricular programming, including but not limited to before and after school care and programs, implemented in connection with the School.

   (f) Strategic Planning. ESI shall work with the Board to design strategic plans for the continuing educational and financial benefit of the Academy.

   (g) Legal Requirements. ESI shall provide educational programs that satisfy federal, state, and local requirements, and the requirements imposed under the Code and the Contract.

   (h) Rules and Procedures. ESI shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Board.
(i). School Year and School Day. The school year and the school day shall be as provided in the Contract. The number of days of pupil instruction and the number of hours of pupil instruction shall not be extended beyond the minimum number of hours and days of pupil instruction required under applicable law unless ESI consents to such extension.

(j). Authority. ESI shall have all authority and power necessary to undertake its responsibilities described in this Agreement, except in cases wherein such power may not be delegated by law.

(k). Additional Grades and Student Population. ESI shall make recommendations to the Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for in the Contract.

(l). Student Recruitment. The Board shall be responsible for establishing the recruitment and admission policies for the Charter School. ESI shall implement such policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

(m). Manager and the Academy shall work together to implement student due process hearings as outlined in the Academy’s code of conduct in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records.

3.2. ESI shall be responsible for procuring the services set forth in this Section 3.2 and may subcontract with public or private entities or with private persons, in the name of the Charter School and as set forth in the Budget and as approved by the Charter School Board, in furtherance of the objectives of this Agreement for:

- Food and transportation;
- Custodial services, supplies and equipment;
- Special education services;
- Construction management of new buildings and/or improvements to existing building sites as approved by the Board and within the availability of adequate financing; and
- Any other services as consented to by the Board that ESI deems reasonable and necessary to achieve the goals of the Board and ESI, including but not limited to nursing, after-school programs, security, drafting requests for proposals, and drafting grant applications.
The Charter School shall meet in a prompt manner sufficient to allow for contracts with service providers to be executed in adequate time for the proper functioning of the school. In the event ESI elects to subcontract any portion of the aforementioned functions, it shall not be relieved of its obligation to answer to the Board for the quality and efficacy of such services, including the obligation to ensure that such services are performed by qualified personnel, subject to appropriate credentialing and criminal and unprofessional conduct checks.

3.3. **Student Outcomes.** ESI shall provide to the Board the reports set forth in this Agreement for the Board’s review and approval, and shall set student standards for performance which shall meet or exceed the minimum standards established by the Contract.

3.4. **Reporting by ESI.** ESI shall submit an annual report to the Board before the beginning of the following academic year, reporting its progress towards attaining student outcomes. The report shall contain information regarding student achievement by grade level on required norm-reference tests. Manager may, at its sole discretion, submit its annual report through the Director, and/or the Academic Quality Control officer.

3.4.1. ESI shall otherwise provide to the Board all reports required in the form and timing required by the Charter and applicable law.

3.4.2. In the event the Authorizer exercises its prerogative under the Charter to reconstitute the Academy by requiring the termination or amendment of this agreement, ESI agrees that this Agreement shall be amended as required without cost or penalty to the Academy and with no recourse to the Authorizer or any third party affiliated with or engaged by the Authorizer by ESI or any subcontracted person or entity. In the event that ESI is not agreeable to any amendments to this Agreement pursuant to this Paragraph, ESI may terminate the Agreement.
3.4.3. ESI shall provide full opportunity for the Board to observe the ESI’s educational processes, review curriculum, review appropriate data, and meet and confer with designated ESI contacts, provided arrangements are made in advance with the ESI and provided the educational process is not disrupted. Any formal contact regarding this Agreement between Board Members and School staff must be made through the ESI. However, the Board, acting reasonably and pursuant to its responsibilities under the Contract, may require ESI staff to attend meetings of the Board and report.

3.4.4. ESI shall report regularly through reports submitted by the School Director at each Board Meetings or at other times, as necessary. All reports will comply with the timing and format required by the Academy’s authorizer.

3.4.5. Promptly upon request of the Board or Authorizer, ESI agrees to make all Academy financial and educational information (“Academy Records”) available to the Board or the Authorizer for their review. ESI may provide the Academy Records in electronic form or hard copy. Academy Records shall be made available to the Board or the Authorizer at the Academy site or as such other location acceptable to the parties.

3.4.6. ESI will provide to the Authorizer, with the appropriate level of advanced review and approval of the Board, reports required by the Authorizer’s master calendar on the dates and times, and in the format specified, in the master calendar.

3.4.7. ESI shall provide to the Academy in the format requested by the Board all information and documentation sufficient to satisfy the Board’s requirements under the Contract, including but not limited to, the transparency reporting information required to comply with MCLA 388.1618 and MCLA 380.503(6)(M).

3.5. Fees. Fees may only be charged to students in accordance with applicable provisions of the Code, School Policies, and any other applicable federal or state laws or regulations. No fees may be charged or assessed to students by the Board without the prior written approval of the Manager.

3.6. Academy Records. The Academy Records are Academy property and are subject to inspection and copying by the Academy Board and the Authorizer and by the public to the same extent that records of any other public school are subject to inspection and copying pursuant to the Michigan Freedom of Information Act. All Academy Records shall be physically or electronically available in directly accessible form, upon request, at the Academy. A copy of the employee handbook shall be maintained physically on site or be directly accessible at the Academy facility. All such requests for copies will be made to the school Director, and the person making the request will be provided access to the records within one week and will be charged reasonable copying and labor costs.

3.7. Budget. All revenues will be used as prescribed by their source. Manager, either through one of its employees, or through the Director, and/ or Business Manager, shall prepare and present to the Board a detailed recommended budget for each fiscal year (the “Proposed Budget”), in the manner and form prescribed by the Uniform Budget and Accounting Act, as well as the authorizer. The Proposed Budget shall show, at the object level in the Michigan Chart
of Accounts format, each area of expenditure as a separate line item. The Board shall review the Proposed Budget with Manager and, in such review, shall recognize the expertise of the Manager in the management and operation of educational programs.

3.8 **No Markup.** ESI shall not mark up costs for supplies, materials, equipment or services procured by ESI on behalf of the Charter School and will inventory all supplies, material and equipment located at the Academy and provide same to the Academy Board.

3.9 Assistance to the Academy's auditor in its performance of annual audits in compliance with state law.

3.9.1. Reports on Academy operations, finances and student performance, upon the request of the Academy, DPS or the State of Michigan, but not less frequently than four (4) times per year.

4. **Educational Products to be Provided by ESI.**

During the Term, ESI shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 0, which may be adjusted from time-to-time upon the approval of the Charter Board:

4.1 **Tangible Instructional Materials.** A non-exclusive, non-transferable, royalty-free sublicense to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement ("Tangible Instructional Materials"). The Charter School acknowledges and agrees that ESI, its Affiliates, and/or their vendors, or both, are the sole owners of the Tangible Instructional Materials and that any payments to ESI for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by ESI of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by ESI to the Charter School, the Authorizer, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with ESI, its Affiliates, and/or their vendors, or both, as the case may be. ESI shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer Enrolled, whichever is sooner. ESI may invoice Students for any Tangible Instructional Materials that are not returned, unless prohibited by applicable law. ESI and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student or Parent/Guardian retails or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional Materials are listed in the Charter School's Program Guide as being available in both physical and electronic form, ESI may provide either version.

4.2 **Intangible Instructional Materials.** A non-exclusive, non-transferable, royalty-free, sub-license to use intangible educational materials that may include items such as online lesson content, lesson plans, and other intangible educational materials included in any Courses listed in the Charter School's Program Guide during each applicable Academic Year during the Term of this Agreement ("Intangible Instructional Materials"). The Intangible Instructional Materials shall be approved by the Charter School Board. The Charter School acknowledges and agrees
that ESI, its Affiliates, and/or their vendors are the sole owners of the Intangible Instructional Materials and that any payments to ESI for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year, for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by ESI of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by ESI to the Charter School, the Authorizer, the Students or Teachers of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with ESI, its vendors, or both, as the case may be.

4.3 Computer Hardware and Software. ESI shall provide the Charter School with: (a) such computer hardware, software, or both, that shall meet or exceed any specifications in the Charter or required by law, for each Student who Enrolls, and (b) any hardware, software, or both, required by Administrative Staff or Teachers (collectively “Hardware and/or Software”). Any Hardware and/or Software provided by ESI to the Charter School or a Student will be the exclusive property of ESI or its contractors and will be returned within a reasonable period of time after the termination of this Agreement or when the Student to whom such Hardware and/or Software was provided is no longer Enrolled, whichever is sooner. The Hardware and/or Software may be updated from time-to-time with the approval of the Charter School Board. To the extent that such Hardware and/or Software are not recovered, ESI may invoice Students, unless prohibited by law, for any Hardware and/or Software not returned. ESI and the Charter School shall cooperate to ensure that such Hardware and/or Software provided by ESI is, to the extent possible, recovered and returned to ESI, and agree that no Student, Parent/Guardian, Administrative Staff, or Teacher obtains ownership of any such Hardware and/or Software.

4.4 Office Products and Supplies. ESI to provide office supplies, office equipment, furniture, and office-related products. The Charter School acknowledges and agrees that ESI, its Affiliates and/or their vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by ESI to the Charter School of such Office Products and Supplies provided under this Agreement. To the extent that the Charter School does not obtain such Office Products and Supplies as described in this Section from ESI, then the Charter School shall be responsible for providing them at its own cost. Any Office Products and Supplies purchased by the Charter School shall remain the property of the Charter School in the event of termination of this Agreement.

5. Educational Services.

During the Term, ESI shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 0, which may be adjusted from time-to-time upon the mutual written agreement of both Parties.

5.1 Relationship Manager. One or more employees of ESI shall act as the relationship manager, with responsibility for working with the Charter School to evaluate instructional and programmatic offerings and activities, identify and resolve problems, issues and challenges that may arise, and to make recommendations regarding more effective coordination and collaboration between the Parties.
5.2 Administrative Staff.

(a) Executive Director. ESI shall employ a person who shall be designated as the "Executive Director" of the Charter School. The Charter School Board shall have the right to review, but not approve ESI’s selection of the Executive Director the Executive Director. ESI may terminate the Executive Director at any time without the approval of the Charter School Board or the Charter School Board’s designee. The decision to hire or fire is left with ESI.

(b) Other Clerical or Support Administrative Positions. ESI may also employ one or more individuals in clerical or support positions as may be required to support school operations. Such individuals may be employed in a full-time capacity or contracted for a percentage of their time specifically serving the Charter School.

(c) Responsibility. The Executive Director shall work to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Charter School Board, supervising administrative personnel, inspiring Teachers to teach and inspiring Students to learn. The Teachers shall report to the Executive Director or such individual as shall have been designated by him or her. The Executive Director shall comply with ESI’s practices and protocols in the delivery of the Educational Services and shall report to ESI as to the operation of the Charter School.

(d) Review and Replacement of Executive Director. The Charter School Board shall participate annually in ESI’s evaluation of the Executive Director.

(e) Career Academy Counselors. ESI may also employ one or more individuals as Career Academy Counselors. Career Academy Counselors shall be responsible for non-instructional aspects of the Student’s program that contribute to a Student’s success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with parents and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement, mentoring and tutoring Students under the supervision of Teachers and the Executive Director.

5.3 Teaching Staff.

(a) Employment of Teachers. ESI shall be responsible for recruiting, training, and assigning Teachers. ESI and the Executive Director will have all day-to-day responsibility for the selection, supervision, oversight, discipline and dismissal of the Teachers. Compensation for all Teachers shall be set by ESI.

(b) Teacher Performance and Conduct. The Charter School Board may, at any time, request that the Executive Director promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher. The Executive Director shall provide a prompt report to the Charter School Board and ESI on any and all actions taken in response to such a request. In the event the Executive Director fails to take timely action to respond to the complaints or concerns raised and make a report, or in the event the actions taken by the Executive Director are deemed inadequate, the Charter School Board
may require the removal or replacement of a Teacher within sixty (60) days of any written request or immediately upon written notice in the event the Charter School Board believes there is a risk of any illegal conduct, or a risk to the health or safety of any Student, and so notifies ESI in writing.

5.4 **Contracted Services.** ESI shall provide human resources services including, but not limited to, recruiting, payroll, (including, but not limited to, paying the Administrative Staff and Teaching Staff directly, and collecting and remitting taxes), benefits administration, supervision and liability insurance. ESI agrees to require employees, prospective employees and independent contractors, whose responsibilities include having ongoing physical contact with Students, to undergo background checks that meet or exceed the background checks required by Charter School of its similarly situated employees and to otherwise meet any other applicable legal requirements. For purposes of this Section 3.6, third parties, such as facility and IT maintenance and repair personnel, and delivery persons, such as vending machine operators, couriers and U.S. post office personnel, whose job responsibilities may bring them into intermittent and sporadic contact with Students, and which contact is incidental to said job responsibilities shall not be deemed to have ongoing contact with Students. Notwithstanding, ESI will exercise proper oversight of such third parties to limit any individual student from being in contact with such third parties without supervision from an appropriate ESI employee.

5.5 **Services to Special Needs Students.** ESI and the Charter School shall work together to ensure compliance with applicable laws and regulations concerning services to Special Needs Students. On behalf of the Charter School, ESI shall be responsible for ensuring the provision of necessary special education programs and services, including development of IEPs, handling administrative proceeds and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with all applicable laws.

5.6 **School Facilities and Services.**

(a) ESI will provide and maintain in good working order a school Facility, which will include learning spaces for students and offices.

(b) The facility provided and managed by ESI shall meet all legal requirements for school facilities. The location of all facilities provided under this Agreement will be subject to the approval of the Charter School Board.

(c) Any use of the Facility during hours when the Charter School is not in session is permitted.

5.7 **Management of Hardware and/or Software.** ESI shall provide for the management of such Hardware and/or Software that the Charter School leases from ESI. In the event that the Charter School purchases its own Hardware and/or Software, it shall separately contract with ESI for the management of such Hardware and/or Software, unless the Charter School agrees in writing to provide management services comparable to those provided by ESI and to assume all liability related to any failure by the Charter School to provide such management services.
5.8 **Management of Instructional Materials.** ESI will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

5.9 **Accountability Plan.** ESI shall be responsible for ensuring the Charter School meets the performance criteria outlined in the Accountability Plan referenced in the Charter.

6.0 **Other Management Services.** ESI will provide the administrative support necessary to deliver the Educational Products and Services for which it will be entitled to a management fee. ESI will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement to the Fee Schedule, subject to the Charter School Board’s prior review and approval. Such changes approved by the Charter School Board may be added as an addendum to this Agreement.

6.1 **School Meals.** ESI will supply and provide school meals to students attending the Charter School. Such meals shall be a reimbursable expense per the Fee Schedule.

6.2 **Non-delegable Duties.** Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated to ESI pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

6.3 **Other.** ESI will be responsible for providing such other services not specifically described herein but which are required by the Charter. ESI will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement or the Fee Schedule described in Section 0 with the prior written approval of the Charter School Board. To the extent that any of the terms, conditions, or provisions of the Charter conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule to account for any new or additional services not covered by the Fee Schedule.

7. **Services Provided to ESI by the Charter School.**

7.1 **Compliance with Law and Regulation.** The Charter School and the Charter School Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Charter School Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School’s bylaws.

7.2 **Insurance.** The Charter School shall comply with any insurance provisions as set forth in Section 0.

7.2.1. **Compliance with Charter School’s Contract.** ESI agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Charter School’s obligations under the Charter School’s Contract issued by Grand Valley State University Board of Trustees. The provisions of the Charter School’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.
7.3 **Compliance with Section 503c.** On an annual basis, the ESI agrees to provide the Charter School 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 Charter School 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.

8. **Eligible Students.**

8.1 **Admission Requirements.** Any person qualified under the laws of Michigan for admission to a public school is eligible to become a Student under this Agreement subject to any applicable limitations in law or regulation and subject to verification of his/her residency or other requirements established by law or regulation. ESI will not charge tuition and shall not charge any other fees unless approved by the Charter School Board and allowable under Michigan law.

8.2 **Number.** The Charter School Board may establish a maximum number of Students to be enrolled during each Academic Year and ESI shall not exceed that number without specific approval from the Charter School Board and the Authorizer, if applicable. In addition, ESI may limit the number of Students in each grade served under this Agreement to conform to the Budget and lottery policy approved by the Charter School Board and allowable under the Charter approved by the Authorizer.

8.3 **Priority.** ESI agrees to follow the admissions preferences as laid out in the Charter and school policy adopted by the Charter School Board, including any policy or procedures for conducting a lottery. Any limit on the number of Students who may enroll shall be communicated to interested parents and Students prior to their enrollment, including any procedure for conducting a lottery. Once Enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

8.4 **Recruiting and Community Education.** ESI will be responsible for developing a plan for periodic community informational meetings and correspondence as required to recruit Students and to inform other interested parties about the Charter School. All such recruiting and community education activities are subject to prior review and approval by the Charter School Board.

8.5 **Public Website.** ESI shall maintain a public website on behalf of the Charter School that will contain any information required by the Charter School Law. Such website shall be reviewed and approved by the Charter School Board prior to becoming public or prior to any material changes in the substantive content included on the public website.

8.6 **Enrollment.** The Charter School delegates to ESI responsibility for accepting Students into the Charter School. However, the Charter School has no responsibility to pay ESI for any Students it admits who are not eligible. ESI shall maintain a list of the Enrolled Students on behalf of the Charter School and shall provide such list to the Charter School Board promptly upon request.
8.7 Full-time Status. Students shall be permitted to enroll in the Charter School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except by prior written agreement by ESI and the Charter School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.

8.8 Disenrollment. A Student may withdraw from the Charter School at any time during the Academic Year. Only to the extent permitted by Michigan law, Students who do not comply with the terms of the School Handbook may also be withdrawn. ESI will use its reasonable best efforts to collect any information required by law or regulation concerning a previously Enrolled Student’s next school. ESI will report on the status of withdrawals to the Charter School Board at each regularly scheduled Charter School Board meeting or whenever requested by the Charter School Board. ESI will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student’s withdrawal.

9. Term and Termination.

9.1 Initial Term. The term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2021 (the “Initial Term”).

9.2 Renewal. Upon expiration of the Initial Term, this Agreement may be renewed for an additional term of five years or such other renewal period agreed upon by the Parties and allowed by applicable law.

9.3 Early Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

(a) By both Parties if they mutually agree in writing to the termination, but termination shall not occur during the school year unless provided by another provision herein;

(b) Neither party shall be permitted to terminate this Agreement during the school year unless one Party materially breaches this Agreement and fails to cure such breach within ninety (90) days following written notification of such breach from the other Party. In this case, the non-breaching party may terminate the Agreement after expiration of the 90 day notice;

(c) By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Authorizer as required by applicable Michigan law and regulation;

(d) By the Charter School, if the Charter School Board determines at the end of an Academic Year that the Educational Products and Services do not meet the requirements for a charter school, as defined by applicable laws and regulations, but only if ESI is unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;
(c) By the Charter School, if the Charter School Board determines, after a Performance Review, in the Charter School’s sole reasonable discretion, that this Agreement should be terminated for failure to perform, but only if ESI is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance.

(f) By the Charter School if it is determined the Agreement (i) jeopardizes the Charter School’s or Charter School’s tax-exempt/non-profit status, (ii) creates adverse tax consequences for Charter School, or (iii) otherwise causes Charter School to be in violation of applicable law and the Parties fail to negotiate amendments to the Agreement that would result in the basis for termination under this subsection 6.3(f) to no longer exist; and

(g) By ESI at any time for any reason upon giving 120 days prior notice. Under no circumstances, however, may such termination occur during the school year.

9.4 Notice of Termination. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than April 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination.

9.5 Revocation or Termination of Contract. If the Charter School’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 Charter School’s Contract is revoked or termination without further action of the parties.

9.6 Obligations on Termination. In the event this Agreement is terminated by either Party for any reason:

(a) ESI shall assist and cooperate with the Charter School in the transition of the provision of Educational Products and Services from ESI to the Charter School, or another service provider, so as to minimize the disruption to the Students, it being the intention that the Charter School shall remain open and operating in its normal course.

(b) Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

(c) All access to the Educational Products and Services by the Charter School shall be discontinued;

(d) ESI shall provide to the Charter School copies of all Student Records not otherwise in the Charter School’s possession at no additional cost; and

(e) The Charter School shall pay ESI all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.
10. **Representation Regarding Non-discrimination.**

ESI, the Charter School and the Charter School Board will not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by applicable law.

11. **Health and Safety.**

11.1. ESI specifically acknowledges that it shall not do anything to interfere with the Charter School’s compliance with the following standards regarding health and safety:

   (a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;

   (b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and

   (c) Complying with all state immunization laws.

12. **Financial Terms.**

12.1 **Payments.** The following shall represent the financial responsibilities between the Parties.

   (a) As compensation for the Educational Products and Services provided by ESI under this Agreement, ESI and the Charter School shall negotiate in good faith a schedule of fees (the “Fee Schedule”) for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule by the Charter School Board, the Parties acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a “percentage of revenue,” such fees shall be assessed against funds received by the Charter School from all governmental sources received by the Charter School from whatever source, whether from state, local, or federal government agencies, including but not limited to Title I funds, grants, income, or other funding sources (the “Revenues” and together with all Revenues in a given Academic Year, collectively, “Total Revenues”).

   To the extent that the parties cannot agree upon a fee as set forth in paragraph (a) above, then the parties may terminate this Agreement.

12.2 The Parties may agree to have ESI act as its payment agent for various other expenditures not included in the Fee Schedule. ESI will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.

12.3 ESI will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within thirty (30) days of receipt. ESI may charge interest at the lesser of the rate of one and one half percent (.5%) per month or the maximum interest rate permitted by Michigan law, for any invoices paid more than sixty (60) days late unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by ESI to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result
of outstanding receivables, deferred payment by the State of funding due, or if the Charter School is disputing any charges. The Charter School shall notify ESI of the basis for any dispute within five (5) business days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Michigan. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, ESI shall refund such amount to the Charter School.

12.4 To the extent that any adjustments as a result of a state audit are the result of ESI failure to adequately perform its responsibilities under this Agreement or the Charter, ESI will be required to either: (i) return any required funds to the Charter School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding to the Charter School, reduce fees invoiced to the Charter School by the amount that funding is withheld.

12.5 **Budgets.** No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, ESI agrees that it will present to the Charter School a proposed budget that is balanced (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year. The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements, and shall be based on the applicable Fee Schedule. In the event that the Charter School Board and ESI do not agree with the proposed balanced Budget, the Parties agree to work together in good faith to resolve any disagreements by the earlier of June 30 or such date as is required by applicable laws or regulations or the Charter for budget submission.

12.6 **Receipts and Expenditures for Public Funding, Title Funding, Special Education, Gifted Education, Grants etc.** The Charter School shall be the recipient of all public funds that are disbursed to fund the operations of the Charter School and all other funds to which the Charter School is entitled. ESI shall comply with all terms and conditions established by any funding source.

12.7 **Breakdown of Charges.** No later than September 30 of each year during the Term, ESI will provide to the Charter School, for informational purposes only, a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, charges related to student courses, Computer Hardware and Software, etc. This shall not change the amounts due to ESI by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by ESI.

12.8 **Sales Tax.** The Charter School shall provide ESI with support that it is tax exempt. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement.
13. **Confidential Information.**

13.1 **Confidential Information Defined.** As used in this Agreement, “Confidential Information” means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its Affiliates) or to a disclosing Party’s, or its Affiliates’, customers or business partners, unless it must be disclosed by applicable law or is publicly available, other than as a result of the receiving party’s disclosure. It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (a) educational content, curricula, teaching outlines, lesson plans, testing processes, and procedures; (b) Student Records and other student-related or Parent/Guardian personal information; (c) information regarding business strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (d) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (e) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (f) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (g) the terms of this Agreement; and (h) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

13.2 **Obligation to Protect.** To the extent permitted by law, each Party shall maintain the confidentiality of the other Party’s Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws and regulations, and in accordance with Section 0. ESI shall make such information and facilities available to authorized Charter School personnel, Authorizer, Michigan regulatory authorities, and any other person as required to comply with applicable laws, and in accordance with Section 0.

13.3 **Protection of Student Records.** The Parties acknowledge and agree that under Michigan Law and 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act (“FERPA”) including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of “education records”, as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The staff, employees and volunteers who provide educational or administrative services to the Student are agents of the Charter School that have a legitimate educational interest and, thus, are entitled to access to educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.

13.4 Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
14. Ownership of Intellectual Property and Tangible Personal Property Supplied by ESI.

14.1 **Intellectual Property.** Charter School agrees that ESI or its licensor is the sole owner of course design and materials, and ESI, its Affiliates, and/or its contracted vendors are the owners of any Intangible Instructional Materials and other educational content ("Content") made available. Further, the Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets related to ESI, the Intangible Instructional Materials or the Content by reason of the Charter School’s use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to ESI and its successors and assigns, a non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or any of its employees or agents. Any such derivative works created shall be the sole property of ESI and its transferees.

14.2 **Tangible Personal Property.** This Agreement does not constitute a sale or other transfer to the Charter School or Authorizer of any Educational Products supplied by ESI. All right, title, and interest in and to such Educational Products will remain with ESI.

14.3. ESI and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services (collectively, the “Licensed Marks”). ESI grants to the Charter School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and requires pre-approval of such use by ESI. Licensed Marks approved by ESI for use by the Charter School from time to time in connection with performance of this agreement shall be specified in schedule B ("Allowable Use of Licensed Marks") to this Agreement and approved by the CEO of ESI. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by ESI. ESI retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of ESI. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the any Licensed Marks that may be contained therein (including, if applicable, the Charter School Name) within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties. Notwithstanding, ESI may not require the termination of any use of the Licensed Marks and any publicly recorded and unrecorded documents to remove any Licensed Marks that may be contained therein during the school year and shall allow continued use until the conclusion of the school year unless agreed to in writing by the Parties.

15. **Limitation of Liabilities.**

15.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of ESI or its Affiliates, their directors, officers, employees, or agents.
16. Insurance.

16.1. ESI shall maintain such policies of insurance as required by the Contract, Michigan Universities Self-Insurance Corporation ("MUSIC"), or applicable law. In addition, ESI shall maintain an umbrella policy of not less than two million dollars ($2,000,000.00) (or such greater amount if required by the terms of the Contract, MUSIC or applicable law). Each party shall maintain general liability insurance in the amount of One Million Dollars ($1,000,000.00) per occurrence (or such greater amount if required by the terms of the Contract, MUSIC or applicable law), with the other party listed as an additional insured if permitted by MUSIC. The Charter School shall maintain insurance on its facility and related capital items leased by the Charter School, all as may be required by the terms of the Charter School’s lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. In the event that MUSIC or GVSU requests any change in coverage by ESI, ESI agrees to comply with any change in the type and amount of coverage requested by MUSIC or GVSU within thirty (30) days after notice of the insurance coverage change is provided to GVSU. Each party shall comply with any information or reporting requirements required by the other party’s insurer(s), to the extent reasonably practicable.

16.2. Worker’s Compensation Insurance. Each party shall maintain workers’ compensation insurance as required by law, covering their respective employees, if any.

16.3 Charter School Insurance. ESI shall maintain and keep in force on behalf of the Charter School Board, insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the Charter School may elect to maintain additional coverage, in which event ESI shall arrange for the requisite coverage on behalf of the Charter School and include the cost in the Fee Schedule. ESI shall be included as an “additional insured” as to any such coverage. ESI shall also maintain and keep in force on behalf of the Charter School Board, Director and Officer’s Insurance in the amount required by the Authorizer or by the Charter.

16.4 Liability Insurance. Liability insurance for any facility, capital equipment, furniture, or fixtures used by the Charter School, owned by a person or entity other than ESI or an Affiliate, and managed by a person or entity other than ESI or an Affiliate shall not be the responsibility of ESI.

16.5 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 Charter School’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 Charter School or ESI, or which arise out of the failure of the Charter School to perform its obligations under the Contract issued to the Charter School by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

16.6 **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.”

17. **Notices.**

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, delivered by email, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

**If to the Charter School:**

George Corser
Secretary
1522 East Big Beaver Road Troy, MI 48083-1905

**If to ESI:**

General Counsel
13000 N. Meridian Street
Carmel, IN 46032

18. **Miscellaneous.**

18.1 **Severability.** If any provision of this Agreement 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 Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
18.2 **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by ESI provided that any change in control of ESI or its parent, notice of which shall be provided by ESI to Charter School Board, shall not be deemed a violation of this Agreement.

18.3 **Complete Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

18.4 **Force Majeure.** If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party’s obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

18.5 **No Third Party Rights.** This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

18.6 **Professional Fees and Expenses.** Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

18.7 **Governing Law.** This Agreement shall be governed and controlled by the laws of the State of Michigan.

18.8 This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

18.8.1 **Compliance with Laws, Policies, Procedures, and Rules.** Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School’s policies whether or not specifically listed in this Agreement.

18.8.2 **Interpretation of Agreement.** The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm’s length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.
19. **Headings; Exhibits.** The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

20. **Attendance at Meetings.** During the Term, ESI will have the right to designate an individual or such individuals who shall have attendance rights at all Charter School Board meetings that are open to the public and shall include meetings in executive session. Such rights are limited exclusively to attendance and provide no rights to participate without the express permission of the Charter School Board. The Board may exclude ESI from the executive session to discuss matters related to the performance of ESI under this agreement, or as reasonably necessary to maintain any applicable privileges or comply with applicable law. The Board shall give written notice to ESI of the intent to exclude and the rationale for such exclusion at least twenty-four (24) hours prior to the meeting.

21. **Electronic Signatures.** This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party’s acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

22. **Conflict of Interest.** A Charter School Board member may not have any direct or indirect financial interest in ESI. An individual who is to hold a leadership position in the operation of the Charter School, including any administrative position (together, "Interested Persons"), any family member of any Interested Person, or any organization in which the Interested Person has any ownership position, which has any direct or indirect financial interest in ESI, must disclose to the Charter School Board, or to a committee designated by the Charter School Board as having the authority to review potential conflicts of interest, the existence of his or her financial interest and may be given the opportunity to disclose facts material to that interest to the Board or committee. A "financial interest" includes any current or potential ownership interest in, investment interest in, or compensation arrangement with ESI. The term "family member" includes any spouse, parent, child, step-child or legal guardian, or sibling of the Interested Person. The disinterested members of the Charter School Board or committee (that is, all members except for any Interested Person) will evaluate the impact of the Interested Person's financial interest, assess whether a conflict of interest arises from the financial interest, and determine what action, if any, is appropriate with regard to the financial interest and any conflict of interest. The Charter School Board or committee shall conduct whatever additional investigation is considered appropriate under the circumstances.
20. **Private Benefit.** This Agreement, in its entirety, shall be interpreted so as to be consistent with Charter School's status as a nonprofit entity under the Internal Revenue Code or applicable state law, including but not limited to any applicable provisions prohibiting or restricting private benefit or private inurement.

**IN WITNESS WHEREOF,** the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

**YEARLY CAREER ACADEMY, INC.**

By: [Signature]

Name: [Signature]

Title: [Signature]

**ESI SERVICE CORP.**

By: [Signature]

Name: [Signature]

Title: [Signature]
Schedule A: Fee Schedule for Products and Services

Services Schedule 1 – EMO Fees Paid to ESI

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee Description</th>
<th>Rate</th>
<th>Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Student Technology</td>
<td>$200</td>
<td>Annual, per student enrolled*</td>
</tr>
<tr>
<td>1.02</td>
<td>Curriculum Support (includes assessment materials)</td>
<td>$150</td>
<td>Per student per course**</td>
</tr>
<tr>
<td>1.03</td>
<td>School Administration and Business Support ^</td>
<td>12%</td>
<td>Revenues from all governmental sources</td>
</tr>
<tr>
<td>1.04</td>
<td>Facilities Rent (includes use of instructional equipment, facilities, and</td>
<td>$900</td>
<td>Annual, per student enrolled *</td>
</tr>
</tbody>
</table>

* For fee calculation purposes, Student Enrollment count will be the arithmetic average of all official state student count days
** For fee calculation purposes, Course Enrollment counts will be determined based on class registration counts on the second Friday of each school trimester
^ School Administration and Business Support services include:
   - Human Resources – Recruitment, Benefits Administration
   - Payroll Services
   - Student Information Systems
   - Management Reporting Services
   - Class Scheduling

Schedule 2 - Expenses Reimbursed to ESI at Cost

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.01</td>
<td>Employee Wages, Benefits, Taxes</td>
</tr>
<tr>
<td>2.02</td>
<td>Office Supplies</td>
</tr>
<tr>
<td>2.03</td>
<td>Office Postage</td>
</tr>
<tr>
<td>2.04</td>
<td>Training / Professional Development</td>
</tr>
<tr>
<td>2.05</td>
<td>Travel Expenses</td>
</tr>
<tr>
<td>2.06</td>
<td>School Meals</td>
</tr>
<tr>
<td>2.07</td>
<td>Textbooks</td>
</tr>
<tr>
<td>2.08</td>
<td>Contract School Staff</td>
</tr>
<tr>
<td>2.09</td>
<td>Contracted Services – Special Education</td>
</tr>
<tr>
<td>2.10</td>
<td>Administrative Office Equipment and Software</td>
</tr>
<tr>
<td>2.11</td>
<td>Contracted Student Services (other than Special Education)</td>
</tr>
<tr>
<td>2.12</td>
<td>Student Transportation Costs</td>
</tr>
<tr>
<td>2.13</td>
<td>Marketing / Community Outreach Costs</td>
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Fee Schedules for Products and Services (continued)
### Schedule 3 - Expenses Paid by the School

<table>
<thead>
<tr>
<th>Item</th>
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<tbody>
<tr>
<td>3.01</td>
<td>Administration Association Dues and Fees</td>
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<tr>
<td>3.02</td>
<td>Board Expenses (including training, supplies, dues, and fees)</td>
</tr>
<tr>
<td>3.03</td>
<td>Legal Services for Board</td>
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<tr>
<td>3.04</td>
<td>Audit Services for Board</td>
</tr>
<tr>
<td>3.05</td>
<td>Bookkeeping and Accounting Services (including banking fees)</td>
</tr>
<tr>
<td>3.06</td>
<td>Consulting Services for Charter Operations hired by Board</td>
</tr>
<tr>
<td>3.07</td>
<td>Insurance Expenses for Charter Operations (including board D&amp;O)</td>
</tr>
<tr>
<td>3.08</td>
<td>Charter Sponsor Fees</td>
</tr>
<tr>
<td>3.09</td>
<td>Any other expense not listed in schedules 1 or 2</td>
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</tbody>
</table>

### Schedule B – Use of Licensed Marks

<table>
<thead>
<tr>
<th>Licensed Mark Description</th>
<th>Allowed Usage From Date</th>
<th>Allowed Usage Until Date</th>
<th>Notes about Allowed Uses / Restrictions</th>
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</thead>
<tbody>
<tr>
<td>earlycareer ACADEMY</td>
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ESI CEO NAME: 

(Printed) 

ESI CEO Signature: 

Signature Date: 5/15/14