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

ISSUED BY

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

ISSUED TO

**MICHIGAN MATHEMATICS AND SCIENCE ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

MICHIGAN MATHEMATICS AND SCIENCE ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2023**

GENERAL INDEX

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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 Michigan Mathematics and Science Academy (the “Academy”), to be effective July 1, 2023, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

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

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

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

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

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

ARTICLE IV

PURPOSE

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

AMENDMENT

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

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

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

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

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

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

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

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

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

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.23. Information Available to the Public and University.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.29. Confidential Address Restrictions.

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

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

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

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

Section 11.33. Academy Emergency Operations Plan.

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

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

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

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

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

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

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

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

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

ARTICLE XII

GENERAL TERMS

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

If to Grand Valley State University Board of Trustees:

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

If to Academy: Michigan Mathematics and Science Academy
Attn: Board President
27300 Dequindre Road
Warren, MI 48902

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2023, and shall remain in full force and effect for three (3) years until June 30, 2026, unless sooner revoked or terminated according to the terms hereof.

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

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

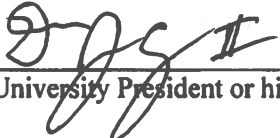
Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code, and Applicable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

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

[INTENTIONALLY LEFT BLANK]

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

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: _____
University President or his/her designee

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

MICHIGAN MATHEMATICS AND SCIENCE ACADEMY

By: _____
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 24, 2023:

Reauthorization of 6a Charter Contract – Michigan Mathematics and Science
Academy, Warren (3 years)

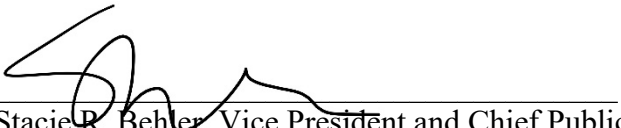
WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on October 27, 2008, initially authorized the issuance of a contract to charter Michigan Mathematics and Science Academy (the “Academy”), and authorized the reissuance of a contract to charter the Academy at its meeting on April 29, 2016; and

WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a three (3) year term beginning July 1, 2023, and ending June 30, 2026;

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 10th day of March 2023.


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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 26, 2019:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

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

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

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

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

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

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

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

Name	Term
Name	Term
Name	Term
Name	Term
Name	Term

* See attached page for board member names and terms

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

and g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

14. 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.
15. 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 30th day of April 2019.



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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 29, 2016:

Reauthorization of 6a Charter Contract – Michigan Mathematics and
Science Academy, Centerline (7 years)

WHEREAS, the Board of Trustees of Grand Valley State University at its meeting on October 27, 2008, initially authorized the issuance of a contract to charter Michigan Mathematics and Science Academy (the “Academy”); and

WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy; and

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a seven (7) year term beginning July 1, 2016 and ending June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a seven (7) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 12th day of May 2016.


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



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON OCTOBER 27, 2008:

08-4-21 (21) Charter Schools Report

Michigan Mathematics and Science Academy

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Michigan Mathematics and Science Academy
("Academy"), submitted under Section 502 of the Revised School Code,
meets the Board of Trustees' requirements and the requirements of
applicable law, is therefore approved;

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

Method of Selection and Appointment of Academy Board Members:

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

Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

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

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

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

the date the Director sends confirmation to the resigning Academy Board member.

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

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

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

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

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

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

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

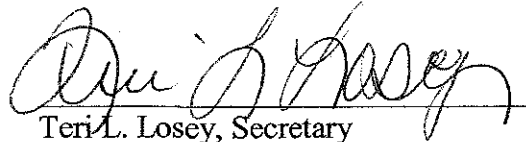
# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

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

Myra S. Dutton	1 year term expiring June 30, 2009
Taulant Kadiu	2 year term expiring June 30, 2010
Abuzer Saglik	2 year term expiring June 30, 2010
Ahmet Ugur	3 year term expiring June 30, 2011

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

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporation to be hereto affixed this 7th day of November, 2008.


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

SCHEDULE 2

ARTICLES OF INCORPORATION

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

RESTATED ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

The identification number assigned by the Bureau is:

800917986

The present name of the corporation is:

MICHIGAN MATHEMATICS AND
SCIENCE INITIATIVE

All former names of the corporation are:

The date of filing the original Articles of Incorporation was:

8/26/2008

ARTICLE I

The name of the corporation is:

MICHIGAN MATHEMATICS AND SCIENCE ACADEMY

ARTICLE II

The purpose or purposes for which the corporation is formed for:*

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

The Corporation is formed upon basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the corporation is to be financed under the following general plan:

Real Property: \$276,737.60

Personal Property: \$1,876,851.40

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.

The Corporation is formed on a basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: OGUZHAN YILDIZ

2. Street Address: 27300 DEQUINDRE RD

Apt/Suite/Other:

City: WARREN
State: MI Zip Code: 48092

3. Registered Office Mailing Address:

P.O. Box or Street Address: 27300 DEQUINDRE RD
Apt/Suite/Other:
City: WARREN
State: MI Zip Code: 48092

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE V

THE CORPORATION IS A GOVERNMENTAL ENTITY. 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 VI

BEFORE EXECUTION OF A CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY BETWEEN THE ACADEMY BOARD AND THE BOARD OF TRUSTEES, THE METHOD OF SELECTION, LENGTH OF TERM, AND THE NUMBER OF MEMBERS OF THE ACADEMY BOARD SHALL BE APPROVED BY A RESOLUTION OF THE BOARD OF TRUSTEES AS REQUIRED BY THE CODE.

THE MEMBERS OF THE ACADEMY BOARD SHALL BE SELECTED BY THE FOLLOWING METHOD:

1. METHOD OF SELECTION AND APPOINTMENT OF ACADEMY BOARD MEMBERS:

A. INITIAL ACADEMY BOARD MEMBER NOMINATIONS AND APPOINTMENTS: AS PART OF THE PUBLIC SCHOOL ACADEMY APPLICATION, THE PUBLIC SCHOOL ACADEMY APPLICANT SHALL PROPOSE TO THE DIRECTOR OF THE UNIVERSITY CHARTER SCHOOLS OFFICE ("DIRECTOR"), THE NAMES OF PROPOSED INDIVIDUALS TO SERVE ON THE INITIAL BOARD OF DIRECTORS OF THE PROPOSED PUBLIC SCHOOL ACADEMY.

WHEN THE DIRECTOR RECOMMENDS AN INITIAL CONTRACT FOR APPROVAL TO THE BOARD OF TRUSTEES, HE/SHE SHALL INCLUDE RECOMMENDATIONS FOR INITIAL ACADEMY BOARD MEMBERS. THESE RECOMMENDATIONS MAY, BUT ARE NOT REQUIRED TO, INCLUDE INDIVIDUALS PROPOSED BY THE PUBLIC SCHOOL ACADEMY APPLICANT. TO BE CONSIDERED FOR APPOINTMENT, THE NOMINEES MUST HAVE COMPLETED THE REQUIRED BOARD MEMBER CANDIDATE APPLICATION MATERIALS, INCLUDING AT LEAST (I) THE ACADEMY BOARD MEMBER QUESTIONNAIRE PRESCRIBED BY THE UNIVERSITY CHARTER SCHOOLS OFFICE; AND (II) THE CRIMINAL BACKGROUND CHECK REPORT PRESCRIBED BY THE UNIVERSITY CHARTER SCHOOLS OFFICE.

B. SUBSEQUENT ACADEMY BOARD MEMBER NOMINATIONS AND APPOINTMENTS: EXCEPT AS PROVIDED IN PARAGRAPH (2) BELOW, THE ACADEMY BOARD MAY NOMINATE INDIVIDUALS FOR SUBSEQUENT ACADEMY BOARD OF DIRECTOR POSITIONS. AS PART OF THE APPOINTMENT PROCESS, THE ACADEMY BOARD MAY SUBMIT TO THE DIRECTOR: (I) THE NAME OF THE NOMINEE; (II) THE BOARD MEMBER CANDIDATE APPLICATION MATERIALS IDENTIFIED IN PARAGRAPH (A) ABOVE; AND (III) A COPY OF THE ACADEMY BOARD NOMINATING RESOLUTION. THE DIRECTOR MAY OR MAY NOT RECOMMEND THE PROPOSED NOMINEE SUBMITTED BY THE ACADEMY BOARD. IF THE DIRECTOR DOES NOT RECOMMEND A NOMINEE SUBMITTED BY THE ACADEMY BOARD, THE DIRECTOR SHALL SELECT A NOMINEE AND FORWARD THAT RECOMMENDATION TO THE BOARD OF TRUSTEES FOR APPOINTMENT. THE BOARD OF TRUSTEES SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO APPOINT MEMBERS TO THE ACADEMY BOARD.

C. EXIGENT APPOINTMENTS: WHEN THE DIRECTOR DETERMINES AN "EXIGENT CONDITION" EXISTS WHICH REQUIRES HIM/HER TO MAKE AN APPOINTMENT TO A PUBLIC SCHOOL ACADEMY'S BOARD OF DIRECTORS, THE DIRECTOR, WITH UNIVERSITY PRESIDENT APPROVAL, MAY IMMEDIATELY APPOINT A PERSON TO SERVE AS A PUBLIC SCHOOL ACADEMY BOARD MEMBER FOR THE TIME SPECIFIED, BUT NOT LONGER THAN THE NEXT MEETING HELD BY THE BOARD OF TRUSTEES WHEN A REGULAR APPOINTMENT MAY BE MADE BY THE BOARD OF TRUSTEES. THE DIRECTOR SHALL MAKE THE APPOINTMENT IN WRITING AND NOTIFY THE PUBLIC SCHOOL ACADEMY'S BOARD OF DIRECTORS OF THE APPOINTMENT. EXIGENT CONDITIONS INCLUDE, BUT

ARE NOT LIMITED TO WHEN AN ACADEMY BOARD SEAT IS VACANT, WHEN A ACADEMY BOARD CANNOT REACH A QUORUM, WHEN THE BOARD OF TRUSTEES DETERMINES THAT AN ACADEMY BOARD MEMBER'S SERVICE IS NO LONGER REQUIRED, WHEN AN ACADEMY BOARD MEMBER IS REMOVED, WHEN AN ACADEMY BOARD FAILS TO FILL A VACANCY, OR OTHER REASONS WHICH WOULD PROHIBIT THE ACADEMY BOARD FROM TAKING ACTION WITHOUT SUCH AN APPOINTMENT.

2. QUALIFICATIONS OF ACADEMY BOARD MEMBERS: TO BE QUALIFIED TO SERVE ON THE ACADEMY BOARD, A PERSON SHALL: (A) BE A CITIZEN OF THE UNITED STATES; (B) RESIDE IN THE STATE OF MICHIGAN; (C) SUBMIT ALL MATERIALS REQUESTED BY THE GVSU CHARTER SCHOOLS OFFICE INCLUDING, BUT NOT LIMITED TO, A GVSU ACADEMY BOARD MEMBER QUESTIONNAIRE AND A RELEASE FOR CRIMINAL HISTORY BACKGROUND CHECK; (D) NOT BE AN EMPLOYEE OF THE ACADEMY; (E) NOT BE A DIRECTOR, OFFICER, OR EMPLOYEE OF A COMPANY OR OTHER ENTITY THAT CONTRACTS WITH THE ACADEMY; AND (F) NOT BE AN EMPLOYEE OR REPRESENTATIVE OF GVSU OR BE A MEMBER OF THE BOARD OF TRUSTEES.

3. OATH /ACCEPTANCE OF OFFICE / VOTING RIGHTS: FOLLOWING APPOINTMENT BY THE BOARD OF TRUSTEES, ACADEMY BOARD APPOINTEES MAY BEGIN THEIR LEGAL DUTIES, INCLUDING THE RIGHT TO VOTE, AFTER THEY HAVE SIGNED AN ACCEPTANCE OF PUBLIC OFFICE FORM AND TAKEN THE OATH OR AFFIRMATION OF PUBLIC OFFICE ADMINISTERED BY A MEMBER OF THE ACADEMY BOARD, OTHER PUBLIC OFFICIAL OR NOTARY PUBLIC.

4. LENGTH OF TERM; REMOVAL: AN APPOINTED ACADEMY BOARD MEMBER IS AN "AT WILL" BOARD MEMBER WHO SHALL SERVE AT THE PLEASURE OF THE BOARD OF TRUSTEES FOR A TERM OF OFFICE NOT TO EXCEED THREE (3) YEARS. REGARDLESS OF THE LENGTH OF TERM, TERMS SHALL END ON JUNE 30 OF THE FINAL YEAR OF SERVICE, UNLESS SHORTER DUE TO OTHER PROVISIONS OF THIS RESOLUTION. A PERSON APPOINTED TO SERVE AS AN ACADEMY BOARD MEMBER MAY BE REAPPOINTED TO SERVE ADDITIONAL TERMS. WHEN AN ACADEMY BOARD MEMBER IS APPOINTED TO COMPLETE THE TERM OF SERVICE OF ANOTHER ACADEMY BOARD MEMBER, THEIR SERVICE ENDS AT THE END OF THE PREVIOUS ACADEMY BOARD MEMBER'S TERM.

IF THE BOARD OF TRUSTEES DETERMINES THAT AN ACADEMY BOARD MEMBER'S SERVICE IN OFFICE IS NO LONGER REQUIRED, THEN THE BOARD OF TRUSTEES MAY REMOVE AN ACADEMY BOARD MEMBER WITH OR WITHOUT CAUSE AND SHALL SPECIFY THE DATE WHEN THE ACADEMY BOARD MEMBER'S SERVICE ENDS. AN ACADEMY BOARD MEMBER MAY BE REMOVED FROM OFFICE BY A TWO-THIRDS (2/3) VOTE OF THE ACADEMY'S BOARD FOR CAUSE.

5. RESIGNATIONS: A MEMBER OF THE ACADEMY BOARD MAY RESIGN FROM OFFICE BY SUBMITTING A WRITTEN RESIGNATION OR BY NOTIFYING THE DIRECTOR. THE RESIGNATION IS EFFECTIVE UPON RECEIPT BY THE DIRECTOR, UNLESS A LATER DATE IS SPECIFIED IN THE RESIGNATION. A WRITTEN NOTICE OF RESIGNATION IS NOT REQUIRED. IF NO SUCH WRITTEN NOTIFICATION IS PROVIDED, THEN THE DIRECTOR SHALL CONFIRM A RESIGNATION IN WRITING. THE RESIGNATION SHALL BE EFFECTIVE UPON THE DATE THE DIRECTOR SENDS CONFIRMATION TO THE RESIGNING ACADEMY BOARD MEMBER.

6. VACANCY: AN ACADEMY BOARD POSITION SHALL BE CONSIDERED VACANT WHEN AN ACADEMY BOARD MEMBER:

- A. RESIGNS
- B. DIES
- C. IS REMOVED FROM OFFICE
- D. IS CONVICTED OF A FELONY
- E. CEASES TO BE QUALIFIED
- F. IS INCAPACITATED

7. FILLING A VACANCY: THE ACADEMY BOARD MAY NOMINATE AND THE DIRECTOR SHALL RECOMMEND OR TEMPORARILY APPOINT PERSONS TO FILL A VACANCY AS OUTLINED IN THE "SUBSEQUENT APPOINTMENTS" AND "EXIGENT APPOINTMENTS" PROCEDURES IN THIS RESOLUTION.

8. NUMBER OF ACADEMY BOARD MEMBER POSITIONS: THE NUMBER OF MEMBER POSITIONS OF THE ACADEMY BOARD OF DIRECTORS SHALL BE FIVE (5), SEVEN (7) OR NINE (9), AS DETERMINED FROM TIME TO TIME BY THE ACADEMY BOARD.

9. QUORUM: IN ORDER TO LEGALLY TRANSACT BUSINESS, THE ACADEMY BOARD SHALL HAVE A QUORUM PHYSICALLY PRESENT AT A DULY CALLED MEETING OF THE ACADEMY BOARD. A "QUORUM" SHALL BE DEFINED AS FOLLOWS:

# OF ACADEMY BOARD POSITIONS	# REQUIRED FOR QUORUM
FIVE (5)	THREE (3)
SEVEN (7)	FOUR (4)
NINE (9)	FIVE (5)

A BOARD MEMBER WHO IS ABSENT FROM A MEETING OF THE BOARD DUE TO MILITARY DUTY MAY PARTICIPATE IN THE MEETING VIRTUALLY, AND THAT MEMBER'S VIRTUAL PRESENCE WILL COUNT TOWARDS QUORUM AND ALLOW THE ABSENT MEMBER TO PARTICIPATE IN AND VOTE ON BUSINESS BEFORE THE BOARD.

10. MANNER OF ACTING: THE ACADEMY BOARD SHALL BE CONSIDERED TO HAVE "ACTED," WHEN A DULY CALLED MEETING OF THE ACADEMY BOARD HAS A QUORUM PRESENT AND THE NUMBER OF BOARD MEMBERS VOTING IN FAVOR OF AN ACTION IS AS FOLLOWS:

# OF ACADEMY BOARD POSITIONS	# FOR QUORUM	# REQUIRED TO ACT
FIVE (5)	THREE (3)	THREE (3)
SEVEN (7)	FOUR (4)	FOUR (4)
NINE (9)	FIVE (5)	FIVE (5)

11. CONSERVATOR; APPOINTMENT BY UNIVERSITY PRESIDENT: NOTWITHSTANDING ANY OTHER PROVISION OF THE CONTRACT, IN THE EVENT THAT THE HEALTH, SAFETY, AND WELFARE OF THE ACADEMY STUDENTS, PROPERTY, OR FUNDS ARE AT RISK, THE UNIVERSITY PRESIDENT, AFTER CONSULTING WITH THE UNIVERSITY BOARD CHAIRPERSON, MAY APPOINT A PERSON TO SERVE AS THE CONSERVATOR OF THE ACADEMY. UPON APPOINTMENT, THE CONSERVATOR SHALL HAVE ALL POWERS OF A BOARD OF DIRECTORS OF A PUBLIC SCHOOL ACADEMY AND ACT IN THE PLACE AND STEAD OF THE ACADEMY BOARD. THE UNIVERSITY PRESIDENT SHALL APPOINT THE CONSERVATOR FOR A DEFINITE TERM, WHICH MAY BE EXTENDED IN WRITING. DURING THE APPOINTMENT, THE ACADEMY BOARD MEMBERS ARE SUSPENDED AND ALL POWERS OF THE ACADEMY BOARD ARE SUSPENDED. ALL APPOINTMENTS MADE UNDER THIS PROVISION MUST BE PRESENTED TO THE UNIVERSITY BOARD FOR FINAL DETERMINATION AT ITS NEXT REGULARLY SCHEDULED MEETING. DURING THEIR APPOINTMENT, THE CONSERVATOR SHALL HAVE THE FOLLOWING POWERS: A) TAKE INTO HIS OR HER POSSESSION ALL ACADEMY PROPERTY AND RECORDS, INCLUDING FINANCIAL, BOARD, EMPLOYMENT, AND STUDENT RECORDS; B) INSTITUTE AND DEFEND BOARD ACTIONS BY OR ON BEHALF OF THE ACADEMY; C) CONTINUE THE BUSINESS OF THE ACADEMY INCLUDING ENTERING INTO CONTRACTS, BORROWING MONEY, AND PLEDGING, MORTGAGING, OR OTHERWISE ENCUMBERING THE PROPERTY OF THE ACADEMY AS SECURITY FOR THE REPAYMENT OF THE LOANS, HOWEVER, THE POWER SHALL BE SUBJECT TO ANY PROVISIONS AND RESTRICTIONS IN ANY EXISTING CREDIT DOCUMENTS; D) HIRE, FIRE, AND DISCIPLINE EMPLOYEES OF THE ACADEMY; E) SETTLE OR COMPROMISE WITH ANY DEBTOR OR CREDITOR OF THE ACADEMY, INCLUDING ANY TAXING AUTHORITY; F) REVIEW ALL OUTSTANDING AGREEMENTS TO WHICH THE ACADEMY IS A PARTY AND TO TAKE THOSE ACTIONS WHICH THE ACADEMY BOARD MAY HAVE EXERCISED TO PAY, EXTEND, RESCIND, RENEGOTIATE, OR SETTLE

SUCH AGREEMENTS AS NEEDED; AND G) PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO FULFILL THE ACADEMY'S PURPOSES AS SET FORTH UNDER THE CODE OR THIS CONTRACT.

ARTICLE VII

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 VIII

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 IX

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 X

THE ACADEMY BOARD SHALL HAVE ALL THE POWERS AND DUTIES PERMITTED BY LAW TO MANAGE THE BUSINESS, PROPERTY AND AFFAIRS OF THE CORPORATION.

ARTICLE XI

A VOLUNTEER DIRECTOR IS NOT PERSONALLY LIABLE TO THE CORPORATION OR ITS MEMBERS FOR MONEY DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A VOLUNTEER OFFICER, EXCEPT LIABILITY FOR ANY OF THE FOLLOWING:

- (I) THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED.
- (II) INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS, OR MEMBERS.
- (III) A VIOLATION OF SECTION 551 OF THE MICHIGAN NONPROFIT CORPORATION ACT.
- (IV) AN INTENTIONAL CRIMINAL ACT.
- (V) A LIABILITY IMPOSED UNDER SECTION 497(A).

IF THE CORPORATION OBTAINS TAX EXEMPT STATUS UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, THE CORPORATION ASSUMES ALL LIABILITY TO ANY PERSON OTHER THAN THE CORPORATION OR ITS MEMBERS 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 XII

THE CORPORATION ASSUMES THE LIABILITY FOR ALL ACTS OR OMISSIONS OF A VOLUNTEER DIRECTOR, VOLUNTEER OFFICER, OR OTHER VOLUNTEER IF ALL OF THE FOLLOWING ARE MET:

- (I) THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY;
- (II) THE VOLUNTEER WAS ACTING IN GOOD FAITH;
- (III) THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT;
- (IV) THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT; AND
- (V) THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED UNDER SECTION 3135 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.3135.

THIS ARTICLE SHALL NOT BE DEEMED A RELINQUISHMENT OR WAIVER OF ANY KIND OF SECTION 7 OF THE GOVERNMENTAL LIABILITY FOR NEGLIGENCE ACT, BEING ACT NO. 170, PUBLIC ACTS OF MICHIGAN, 1964.

ARTICLE XIII

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 XIV

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.

COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

☒ (b) These Restated Articles of Incorporation were duly adopted on 4/23/2022 , in accordance with the provisions of Section 641 of the Act: (select one of the following)
This document must be signed by an authorized officer or agent:
☒ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 27th Day of April, 2022 by:

Signature	Title	Title if "Other" was selected
Myra S. Dutton	President	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION
for

MICHIGAN MATHEMATICS AND SCIENCE ACADEMY

ID Number: 800917986

received by electronic transmission on April 27, 2022 ***, is hereby endorsed.***

Filed on May 03, 2022 ***, by the Administrator.***

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3rd day of May, 2022.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

SCHEDULE 3

BYLAWS

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BYLAWS
OF
Michigan Mathematics and Science Academy

ARTICLE I
NAME

This organization shall be called Michigan Mathematics and Science Academy
(The “Academy” or the “corporation”).

ARTICLE II
FORM OF ACADEMY

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

ARTICLE III
OFFICES

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

Section 2. Registered Office. The registered office of the Academy shall be 4060 Franklin Park Drive, Sterling Heights, MI 48310. It must be located in the state of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV
BOARD OF DIRECTORS

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

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

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

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

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

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

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated

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

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

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

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

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

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

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

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

ARTICLE V

MEETINGS

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

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

ARTICLE X

FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

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

ARTICLE XI

SEAL

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

ARTICLE XII

AMENDMENTS

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

comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 14th day of September 2019.


Board Secretary

SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Michigan Mathematics and Science 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: Alyson Hayden
Alyson Hayden, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: May 9, 2023

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2023 – June 30, 2024

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 3	Board Adopted 2023-2024 School Calendar/School Day Schedule.	CSO
July 3	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2022-2023.	CSO
July 3	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2022-2023.	CSO
July 3	Copy of Notice of Public Hearing for Annual Operating Budget for 2022-2023.	CSO
July 3	Budgeted Enrollment Number for 2023-2024.	CSO
July 25	98b Final Progress Report for 2022-2023	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2022-2023 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2023-2024. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2023-2024.	CSO
August 3	Board Designated Legal Counsel for 2023-2024.	CSO
August 3	School Safety Liaison for 2023-2024.	CSO
August 16	Special Education Procedures (new schools only or if updated)	CSO
August 30	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 7	GVSU Check Directions (Where do we send checks for the 2023-2024 year?).	CSO
September 7	Updated Waitlist Number for 2023-2024.	CSO
September 7	Board approved Student Handbook 2023-2024.	CSO
September 7	Board adopted Employee Handbook 2023-2024.	CSO
September 7	Copy of School Improvement Plan covering 2023-2024 academic year.	CSO
September 7	School Contacts Update Certification.	CSO
September 19	Hylant Insurance Policy Submission.	CSO
October 5	Schedule 6 Certification.	CSO
October 5	Staff Roster (GVSU Format).	CSO
October 5	Annual Nonprofit Corporation Information Update for 2023.	CSO
October 5	Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information.	CSO
October 12	Unaudited Count Day Submission.	CSO
October 12	Criminal History Record Registration- New Schools.	CSO
October 12	DS-4898 PSA Preliminary Pupil Membership Count for September 2023 Enrollment and Attendance for 1 st & 2 nd Year PSAs and	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	
October 12	National Student Clearinghouse information- high schools only (see Epicenter task).	CSO
November 1	Audited Financial Statements for fiscal year ending June 30, 2023. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
November 1	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2023, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
November 1	Annual A-133 Single Audit for year ending June 30, 2023, is required if over \$750K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO
November 1	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
November 15	Alternative Education Data Collection, if applicable.	CSO
December 15	Transparency Page Update Certification.	CSO
December 15	MDE Benchmark Assessment Grant Verification.	CSO
January 12	Staff Roster (GVSU Format).	CSO
January 12	School Contacts Update Certification.	CSO
January 12	Statewide Safety Information Policy	CSO
January 30	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Annual Education Report. The deadline changes for this each year. Please be sure to check mischool.net for the updated templates, or find them in the Epicenter Task.	CSO
January 30	Schedule 6 Certification. See task for more detail.	CSO
February 8	Unaudited Winter Count Day Submission.	CSO
March 1	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).	CSO
April 30	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2023-2024. Must include board approved offered seat schedule.	CSO
May 15	Offered Seat Schedule per Grade.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 3	Certificate of Boiler Inspection covering 2023-2024.	CSO
June 3	NWEA Counts for next academic year.	CSO
June 14	Waitlist for 2023-2024.	CSO
June 14	Board Adopted 2023-2024 School Calendar/School Day Schedule.	CSO
June 14	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2023-2024.	CSO
June 14	Copy of Notice of Public Hearing for Annual Operating Budget for 2023-2024.	CSO
June 27	2023-2024 Log of emergency drills, including date, time, and results. See Epicenter Task for template.	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2024, independent financial audit.	CSO
June 27	Food service license expiring in 2024.	CSO
June 27	Points of Pride for Annual Report.	CSO
June 27	School Description for Annual Report.	CSO
June 27	Scholarship Dollars awarded to graduating seniors (High Schools Only).	CSO
June 27	Total number of graduates (High Schools Only).	CSO

Ongoing Reporting Requirements July 1, 2023 – June 30, 2023

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
7 days prior to meeting	Board packet- including Agenda and all attachments.	CSO
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2023-2024 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
14 days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
Prior to approval by GVSU Board of Trustees	Verification of Citizenship and Michigan Residency.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

**Original/Subsequent Board Policy Reporting Requirements
July 1, 2023 – June 30, 2024**

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

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

REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval or revision). Harassment of Students Policy (date of approval or revision) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval or revision). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval or revision). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy (date of approval or revision). Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval or revision). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval or revision).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO
Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval or revision). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt's Safe School Law) (date of approval or revision). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval or revision). Reference: MCL 29.19	CSO
Emergency Operations Plan (date of approval or revision). Reference: MCL 380.1308	CSO

Data Breach Response Plan (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO
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Calendar of Additional Reporting Requirements and Critical Dates July 1, 2023 – June 30, 2024

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
August	4094 Transportation Report from 2022-23.	CEPI (online)
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
Sept.	*Special Education Findings – Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required. Corrective Action	Catamaran
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
Feb	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran (online)
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
May	*Special Education Findings – May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review and completion of corrective actions as required.	Catamaran
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)

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

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

SCHEDULE 6

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

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University 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.

C. In accordance with Section 11.13. Additional Required Provisions for Educational Service Provider Agreements, of the Terms and Conditions, the following categories must be clearly defined within each ESP agreement that the Academy is a party to:

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

Education Management Agreement

This Education Management Agreement (the "**Agreement**") is executed as of this ... day of April 2023, by and between Concept Schools NFP ("**Concept**"), an Illinois non-profit corporation, and Michigan Mathematics and Science Academy ("**MMSA**"), a Michigan public school academy organized and operated under Part 6A of the Michigan Revised School Code, MCL 380.1 *et seq.*

WHEREAS, both Concept and MMSA have qualified as tax-exempt organizations under Section 501(c) (3) of the Code; and

WHEREAS, MSMA has been granted a charter (the "**Charter Contract**") to operate as a public school academy (the "**School**"), by the Grand Valley State University (the "**GVSU**") Board of Trustees (the "**Authorizer**") pursuant to Part 6A of the Michigan Revised School Code, as amended (the "**Charter Schools Law**"); and

WHEREAS, MMSA and the Authorizer entered into a Charter Contract for a seven-year term commencing July 01, 2016, and terminating June 30, 2023, unless sooner terminated as provided in the Charter Contract, which sets forth certain terms and conditions of the Charter Contract and which may be amended from time to time; and

WHEREAS, MMSA is governed by a Board of Directors (the "**MMSA Board**"); and

WHEREAS, MMSA and Concept are referred to individually in this Agreement as a "**Party**" and collectively as the "**Parties**"; and

WHEREAS, Concept desires to continue providing management services to the School and represent that it has the expertise, training, capacity and qualifications to perform the services contemplated under this agreement; and MMSA desires to continue receiving management services from Concept regarding the School; and

WHEREAS, Concept assigns a Superintendent (the "**Superintendent**") in order to oversee the school operations and ensure the successful implementation of the Concept model. The Superintendent is employed by Concept and reports to both Concept and the MMSA Board; and

WHEREAS, MMSA and Concept now desire to enter into this Agreement to govern their relationship beginning retroactively by July 01, 2023 (the "**Effective Date**").

NOW, THEREFORE, for and in consideration of the mutual undertakings in this Agreement, the parties hereby agree to the following terms and conditions:

1. Term.

- a. Initial Term: Unless terminated earlier in accordance with this Agreement, the term of this Agreement (the "**Term**") shall be effective on the Effective Date and continue until the end of the Charter Contract.

- b. Extensions: This Agreement will automatically renew for additional, successive terms commensurately with the Charter Contract unless one party notifies the other party on or before the April 1st prior to the expiration of the then-current term of its intention to not renew this Agreement. Notwithstanding the foregoing, in no event shall the Term extend beyond the term of the charter granted to MMSA, as such charter may be extended from time to time.

2. Responsibilities.

Concept assigns Superintendent to ensure the successful implementation of the Concept model. Superintendent oversees the school principal and major school business operations. Superintendent may at the request of the MMSA Board represent the School in front of state departments of education, authorizers/sponsor, and any other parties. The Superintendent shall report to the MMSA Board and regarding managerial duties shall report to Concept Schools. The Superintendent shall always seek the best interest of the School in any case.

Provision of Services: Concept shall provide the services described herein (the "Services") to the School subject to the policies of MMSA, and the requirements of the Charter Contract and the Charter Schools Law to the extent applicable to such Services. Regardless of the Services provided by Concept under this Agreement, MMSA remains responsible and liable in all respects for the administration of its Charter School. In this respect, Concept in no way serves as a joint or co-employer with MMSA, and MMSA in no way serves as a joint or co-employer with Concept. Concept has no obligation to provide any Service that is not specifically listed below, unless otherwise agreed upon by both parties in a writing signed by an authorized representative of each Party.

- a. Concept shall provide consulting and liaison services with the Authorizer and other governmental and quasi-governmental offices and agencies to ensure that MMSA may continue its operation.
- b. Concept shall prepare and submit a recommended annual projected budget for the academic year, in reasonable detail, to the MMSA Board for the School on or before May 30 of each year. MMSA must approve such a budget before June 30th in order for Concept to manage it. Concept shall provide the MMSA Board monthly financial statements that (at a minimum) include: a balance sheet, and object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances.
- c. All school personnel ("MMSA Personnel") are exclusively employed either by MMSA or a staffing company. MMSA retains the exclusive authority for making any employment-related decisions including but not limited to hiring, firing, promotion, work assignment, compensation, evaluation, discharge, or other disciplinary decisions regarding MMSA Personnel excluding school principal and assistant principal (if any). The school principal and assistant principal will be assigned by mutual agreement of the parties. MMSA is solely responsible for determining for MMSA Personnel what (if any) salaries, fringe benefits, employment taxes, and other employment-related benefits will be provided. Notwithstanding the foregoing, Concept will provide consultation and recommendation for advertising,

interviewing, hiring and firing, transferring, discharging, and/or disciplining employees, including international employees.

- d. Concept shall make recommendations regarding staffing needs at the School, revisions to position descriptions, and employment contracts for all School Employees. MMSA remains solely and exclusively responsible for determining what (if any) of these recommendations will apply to School Employees.
- e. Concept shall monitor whether MMSA complies with all applicable federal and state laws, concerning School Employee welfare, safety and health, including, without limitation, the requirements of federal law for a drug free workplace.
- f. Concept shall monitor whether MMSA complies with all applicable federal and state laws and regulations concerning the maintenance and disclosure of employee records for School Employees.
- g. Concept shall monitor MMSA's compliance with all applicable state and local civil rights laws and assess whether MMSA may be illegally discriminating against any School Employee or applicant for employment on the basis of race, creed, color, sex, national origin, religion, ancestry, age, disability, marital status, citizenship, veteran status, or sexual orientation in its recruitment, selection, training, utilization, termination or other employment-related activities.
- h. Except to the extent expressly waived by state authorities, Concept shall, and shall cause its officers and employees to, (A) comply with the Charter Schools Law, the Charter Contract, and all applicable federal and state laws, concerning the maintenance and disclosure of student records, and (B) comply with the Family Educational Rights and Privacy Act, provided that Concept acknowledges that such records are property of MMSA, that Concept has no rights in such records whatsoever, that it shall maintain such records on behalf of MMSA and may use such records only in connection with its duties under this Agreement, and that it will follow MMSA's instructions in connection with such records. Based on the foregoing, MMSA hereby designates employees of Concept as having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. Except as permitted under the Charter Contract and Applicable Law, this Agreement shall restrict the GVSU's or the public's access to the Academy's records.
- i. Concept shall provide the coordination, communication, and leadership in order to ensure continuity, quality, effectiveness, and conformity with the terms of the Agreement by employing an incumbent in the positions of the Superintendent and the Treasurer. MMSA acknowledges and agrees that, by entering this contract, the Concept-employed Superintendent and Treasurer shall be assigned and empowered as the school Superintendent and the Treasurer with the authority to perform all School duties and responsibilities.

Notwithstanding the foregoing, this Agreement is not intended, and shall not be construed, (i) to interfere with the MMSA Board's constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy; (ii) to prohibit the MMSA Board from acting as an independent, self-governing public body, or to allow MMSA Board decisions to be made other than in compliance with the Open Meetings Act; (iii) to alter the MMSA Board treasurer's legal obligation to direct that the deposit of all funds received by MMSA be placed in MMSA 's depository account as required by law; (iv) to alter the requirement that signatories on the MMSA Board accounts shall solely be Academy Board members or properly designated MMSA or Concept employee(s), such as board approved school treasurer and that interest income earned on Academy accounts shall accrue to the Academy; or (v) to confer authority or responsibility on the Concept-employed Superintendent and Treasurer for making employment-related decisions for School Personnel not employed by Concept, including but not limited to hiring and firing, promotion, transfer, work assignment, compensation, discharge or discipline.

- j. Concept shall set the calendar for the academic year and shall ensure the following:
 - i) that the School open after Labor Day in September (MCL 380.1284b) and continue until June,
 - ii) that the School Calendar comply with the applicable intermediate school district common calendar (MCL 380.1284a)
 - iii) that the academic year consists of a minimum of 185 school days, provided that the number of school days must meet or exceed Michigan requirements, and
 - iv) the length of school days at the School must meet or exceed Michigan requirements.
- k. Concept shall determine the size of each school and class according to the School's Charter Contract, facility, and budget.
- l. Concept shall ensure that MMSA enrolls students in full compliance with the requirements of the Charter Contract and the Charter Schools Law.
- m. Each year Concept shall develop a student recruitment plan working with the Principals of MMSA. All the costs associated with such student recruitment shall be incurred by MMSA, except that marketing and development costs paid by or charged to the MMSA shall be limited to those costs specific to the MMSA program and shall not include any costs for Concept's own marketing and development.
- n. Concept shall provide
 - i) A day long teachers' institute and teacher induction at the beginning of the year;
 - ii) Principal's professional development twice a year;
 - iii) Summer Leadership Summit at the beginning of the year;
 - iv) Monthly Superintendent Leadership Seminars;
 - v) Trainings in Concept's methods, curriculum, program, and technology for School Employees, including administrators, teachers and support staff through Concept's staff up to twice per year upon request;

- vi) Any additional professional development services reasonably necessary or expedient for the successful implementation of the Concept model as agreed to in writing from time to time by Concept and the School*.

***Registration fees and additional costs may apply.**

- o. Concept shall provide MMSA and all of its students at the School with a complete educational program based on (A) the requirements of the Charter Contract, and (B) the Charter Schools Law and (C) as may be further required by this Agreement.
- p. Concept shall provide the management and administrative services necessary to implement its educational program at the School.
- q. Concept shall be responsible for and accountable to MMSA for the academic performance of students who attend the School, said performance to be measured in accordance with the requirements of the Charter Contract and the Charter Schools Law, and Concept shall coordinate such testing as is required to permit the evaluations contemplated by each of the foregoing.
- r. Concept shall measure the academic success of the School based on achievement of educational goals set forth in the Charter Contract, absolute levels of student achievement in terms of test scores, and among other measures, on comparative measures against students in the local school district who have backgrounds and achievement levels similar to the School's students upon their enrollment at the School, and on measures of parent and student satisfaction. In compliance with the Charter Schools Law, the educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. To the extent applicable, the pupil performance of a public school academy shall be assessed using at least a Michigan education assessment program (MEAP) test or the Michigan merit examination under section 1279g, as applicable.
- s. Concept shall provide educational performance data, the efficiency of the operations and any information required by the state, the Charter Contract, and Charter Schools Law.
- t. Concept shall provide a Student Information System (ConceptSIS or any other SIS program) that includes but not limited to
 - i) Online student registration and data maintenance
 - ii) Student records and employee files management
 - iii) Parent access (assignments, discipline, attendance, etc.)
 - iv) Report Cards and Transcripts
 - v) Student discipline management
 - vi) Student/staff/course schedules
 - vii) Compliance with state requirements for reporting of student enrollment information
 - viii) Attendance, grading, and log book
 - ix) Curriculum and lesson planning

- x) Online assessment & data reporting
- xi) Extra-curricular activities management
- xii) Staff performance management
- xiii) E-forms (leave request, reimbursements, purchase request, etc.)
- xiv) Clock in/out system for staff
- xv) Employee attendance management
- xvi) Dashboard for administrators
- xvii) Online Job applications module
- xviii) System alerts

MMSA acknowledges that in designating employees of Concept as school officials with a legitimate educational interest in MMSA student records, Concept employees will have access to student records and employee files to perform necessary functions for the same purposes as the School Employees.

- u. Concept shall develop a variety of extra-curricular* activities which are critical components to a well-rounded educational experience:
 - i) CONSEF - Concept Schools Science & Engineering Fair
 - ii) STEM Expo
 - iii) MathCON
 - iv) RoboCON
 - v) Spoken Word Competition
 - vi) Writing Contest
 - vii) D.E.A.R.
 - viii) ALF
 - ix) Art Fair
 - x) Teacher of the Year
 - xi) Concept Young Scholars Program

*Registration fees and additional costs may apply.

- v. Concept shall develop and coordinate Concept Young Scholars Program (CYSP), which is a multifaceted program, designed to prepare students to become future leaders in their communities. This program offers a more challenging curriculum and engaging activities such as advanced study programs in math, science, robotics, and preparation for Concept Academic Competitions, college trips, overnight events, and Congressional Award Program.
- w. Concept shall provide an Annual Report to MMSA no later than October 30 of the following academic year.

- x. Unless otherwise prohibited, Concept shall manage all MMSA financial operations, including but not limited to; payroll, purchasing, accounts payables, accounts receivables, grant management, development and monitoring of financial policies and procedures, bookkeeping, budget preparation and management, audit preparation and coordination, and reporting. Concept shall:
 - i) Prepare and present all financial reports at the MMSA Board meetings.
 - ii) Prepare annual budget in coordination with the school administration which shall be approved by MMSA Board.
 - iii) Assist MMSA's selected independent auditor in its preparation of an audited annual financial report, as required by the Charter Schools Law no later than what is required by the State.
 - iv) Prepare and submit any other financial and other operational reports relating to the School which may be required pursuant to the Charter Contract and the Charter Schools Law in accordance with the requirements thereof;
 - v) Maintain all financial books and records. All finance and other records maintained by Concept related to MMSA will be made available to MMSA and its independent auditor.
 - vi) Manage payroll functions in order to ensure efficient operation, as well as creation and maintenance of proper personnel records.
 - vii) Develop purchasing policies and procedures and oversee all purchasing operations including administration of bidding process for major purchases and projects. Concept shall comply with the Charter Schools Law as if MMSA were making purchases directly from a third-party supplier. Concept shall not include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties on behalf of the Academy.
 - viii) Apply and manage all federal and state grants including preparation and filing of final expenditure reports.
- y. Provide HR Support services such as benefit administration, employee surveys, revision of employment documents, performance evaluations, and coordination of public records requests.
- z. Concept shall meet the calendar of reporting dates required by the Authorizer relating to local, state, and federal compliance reporting. If Concept fails to meet a 90% benchmark in terms of either accuracy or timeliness in a fiscal quarter, MMSA shall notify Concept in writing that such benchmark was not met. If Concept fails to meet the 90% benchmark in terms of either accuracy or timeliness in two consecutive fiscal quarters, MMSA shall be entitled to hire the staff necessary to complete the compliance work for Concept for the next two fiscal quarters, and Concept shall reimburse MMSA for all expenses related to the hiring, training, and supervision of these compliance workers.
- aa. Concept shall ensure that MMSA complies with all terms and conditions of any external source funding (e.g., federal and state funds designated for particular purposes such as Title I and special education)

- bb.** Concept shall assist MMSA in identifying and applying for grants. Concept shall have the right to apply for and receive grant money for MMSA, on its own or together with MMSA, so long as (i) such applications are approved by the MMSA Board and (ii) the received funds are utilized for their intended purpose and in a manner consistent with the requirements of the grant. Concept must keep MMSA informed prior to any application's submission, at the level of detail that MMSA reasonably requests.
- cc.** Concept shall provide guidance in community outreach activities to generate greater awareness and build credibility and a positive reputation for the School.
- dd.** Concept shall: (i) provide marketing services, including but not limited to designing school brochures, fliers, business cards, letterheads, envelopes, newsletters, program books, invitations, and /or the School's Annual Report; and (ii) provide guidance for digital marketing and communicating on digital platforms. Marketing and development costs paid by or charged to the MMSA shall be limited to those costs specific to the MMSA program and shall not include any costs for Concept's own marketing and development.
- ee.** Concept shall (i) provide guidance for the technology plan on a regular basis, (ii) provide web design and hosting services, (iii) advise on the integration of new technology into MMSA, and (iv) provide technology support services as may be requested by MMSA.
- ff.** Concept shall provide guidance for successful implementation of STEM-focused programs such as robotics, GTT, PLTW engineering courses, etc.
- gg.** Concept shall assist (upon request) schools in recruiting hard-to-find subject area teachers such as Math, Science, Technology, Engineering, and Foreign Language.
- hh.** Concept shall assist in coordinating the transition of high school graduates into college and provide continued support through the Concept Alumni Network to the graduates as they embark on the next stages of their lives in college, careers, and beyond.
- ii.** MMSA shall be responsible for coordinating the cleaning, maintenance, and operation of the School Facility. Concept shall make reasonable suggestions to MMSA regarding potential improvements to the School Facility.
- jj.** Concept shall also coordinate additional programs as may be mutually agreed upon by the parties.
- kk.** Concept understands and agrees that the financial, educational, and student records pertaining to MMSA are MMSA property, and that such records are subject to the provisions of the Michigan Freedom of Information Act. All MMSA records shall be physically or electronically available, upon request, at the MMSA physical facilities. This Agreement is not intended and shall not be construed to restrict the Authorizer's or the public's access to MMSA records, except as permitted by the Charter Contract and applicable law.

3. Tax-Exempt Status.

Concept acknowledges and agrees that this Agreement is intended to be consistent with MMSA's status as a tax-exempt organization and both parties shall interpret this Agreement in such a manner so as to prevent this Agreement from causing MMSA from losing its tax-exempt status and, if necessary, shall amend this Agreement in such a manner that will cause it to comply.

4. Intellectual Property.

Both parties acknowledge that they mutually own all proprietary rights to curriculum or educational materials that (i) are developed by MMSA or (ii) are developed by Concept with funds from MMSA. Concept and MMSA understand that Concept's educational materials and teaching techniques and other documents used by or in MMSA may be disclosed in accordance with applicable law and the legal opinion of legal counsel of MMSA.

5. Real and Personal Property.

Upon termination or expiration of this Agreement by either party for any reason, all real and personal property leased by Concept to the School will remain the real and personal property and leases of Concept, and all other personal property purchased by Concept with the funds provided to Concept by the School will be the personal property of MMSA.

6. Subcontracts.

Subject to approval by the MMSA Board, Concept may subcontract services provided to MMSA except for the management, oversight, or implementation of the teaching and instructional program.

7. Authority.

Concept shall have the authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein such power may not be delegated by Michigan Charter Schools Law or the Charter Contract.

8. Fees.

In consideration of the Services to be provided to MMSA by Concept, MMSA shall pay Concept a management fee. The management fee will be calculated on an annual basis and will be 10% of the school's total annual revenues to be paid in monthly installments.

9. Termination by MMSA.

MMSA may terminate this Agreement in the event Concept materially breaches this Agreement. Material breach, without limitation, shall include:

- a) Concept substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from MMSA.
- b) Concept is liquidated or dissolved.
- c) Concept files a voluntary petition under any federal or state bankruptcy statute.

- d) A third-party file an involuntary petition against Concept under any federal or state bankruptcy statute, which voluntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing.
- e) Concept fails to meet any of the material terms of the Charter Contract and causes the Charter Contract to be revoked, terminated, suspended, or reconstituted; or causes the Charter Contract to be put in jeopardy of suspension, revocation, termination, or reconstitution under the Charter Contract; and
- f) Concept assigns this Agreement without the written consent of MMSA.

10. Termination Notice.

If any of the events set forth in Section 9 shall occur, in addition to any other notice required to be delivered under Section 9, MMSA may send to Concept written notice of its intention to terminate this Agreement, specifying the section(s) of this Agreement upon which MMSA is relying for the termination (a "Termination Notice"). This Agreement shall terminate thirty (30) days after the receipt of a Termination Notice by Concept or another date if mutually agreed in writing (the "Termination Date").

11. Termination by Concept.

Concept may terminate this Agreement in the event MMSA materially breaches this Agreement. Material breach, without limitation, shall include:

- a) MMSA declines to approve the hiring of the School Principal and Assistant Principal recommended by Concept.
- b) MMSA substantially breaches any of the material terms and conditions of this Agreement and fails to remedy such breach within sixty (60) days after receipt of written notice of such breach from Concept.
- c) MMSA is liquidated or dissolved.
- d) MMSA files a voluntary petition under any federal or state bankruptcy statute.
- e) A third-party files an involuntary petition against MMSA under any federal or state bankruptcy statute, which voluntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing.
- f) MMSA fails to pay any fees due to Concept within sixty (60) days of receiving written notice that such fees are overdue, excluding overdue payments resulting from a payment dispute between MMSA and any funding entity.
- g) MMSA assigns this Agreement without the written consent of Concept; and

12. Termination Notice.

If any of the events set forth in Section 11 shall occur, in addition to any other notice required to be delivered under Section 11, Concept may send to MMSA written notice of its intention to terminate this Agreement, specifying the section(s) of this Agreement upon which Concept is relying for the termination (a "Termination Notice"). This Agreement shall terminate thirty (30) days after the receipt of a Termination Notice by MMSA or another date if mutually agreed in writing (the "Termination Date")

13. Revocation or Termination of Charter Contract

If the Charter Contract issued by the Authorizer is revoked or terminated, this Agreement shall automatically terminate on the same date as the Charter Contract is revoked or terminated without further action of the parties.

14. Duties upon Notice of Termination and Termination.

Unless otherwise agreed in writing by the parties, the parties agree to continue charter school operations through the end of the academic year (the "**Termination Date**"); provided that MMSA continues to pay Concept the Management Fee. Concept's obligations under this Agreement and other expertise shall not cease until the Termination Date. MMSA shall pay to Concept all outstanding payments on or before the Termination Date. In the event that this Agreement is terminated during an academic year, Concept shall not impede MMSA's continuation of the academic year.

15. Compliance with Charter Contract.

Concept agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the MMSA's obligations under the Charter Contract issued by Authorizer. The provisions of the Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

16. Compliance with Section 503c.

On an annual basis, Concept agrees to provide the MMSA 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 MMSA Board shall make the information available on the School'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. Compliance with Section 11.23 of Charter Contract Terms and Conditions.

Concept shall make information concerning the operation and management of the School, including without limitation the information described in Schedule 6 of the Charter Contract, available to the MMSA as deemed necessary by the MMSA Board in order to enable the MMSA to fully satisfy its obligations under Section 11.23(a) of the Charter Contract Terms and Conditions.

18. Indemnification.

To the extent, if any, permitted by law, MMSA agrees to indemnify, defend and hold harmless Concept from any loss, cost, expense, obligation, liability, fee (including, but not limited to reasonable attorney fees) or other expenditures incurred by Concept as a result of any claims, actions or lawsuits brought against Concept as a result of the negligence, recklessness or intentional misconduct of MMSA. Likewise, except as otherwise stated in this Agreement, Concept agrees to indemnify, defend and hold harmless MMSA from any loss, cost, expense, obligation, liability, fee

EDUCATION MANAGEMENT AGREEMENT (MMSA-CONCEPT) – Amended (April 2023) Page 11 of 16

(including, but not limited to reasonable attorney fees) or other expenditures incurred by MMSA as a result of any claims, actions or lawsuits brought against MMSA as a result of the negligence, recklessness or intentional misconduct of Concept. This indemnification provision shall survive the termination of this Agreement.

19. 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 MMSA'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 School or Concept, or which arise out of the failure of the MMSA to perform its obligations under the Charter Contract issued to the MMSA 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.

20. Insurance.

MMSA agrees to maintain workers compensation insurance, employment practices insurance, insurance against student claims, general commercial liability insurance, including personal injury and property damage, product liability insurance, umbrella/excess liability insurance and other insurance as required by the Authorizer, which at the time of execution of this Agreement includes M.U.S.I.C. insurance coverage requirements. Proof of insurance must be available at the time of signing this Agreement upon request by either parties or the Authorizer. Each Party agrees to identify the other and the Authorizer as an additional insured.

21. Relationship of the Parties.

The parties hereto acknowledge that their relationship is that of an independent contractor. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership, joint or co-employer relationship or joint venture between the parties. This Agreement shall not be construed as an abdication of MMSA's responsibilities and authority for making any and all employment-related decisions, policy setting, strategic planning, budgeting, the educational program and overall oversight monitoring and supervision of MMSA. MMSA at all times maintains the right to accept or reject Concept's recommendations.

22. No Third-Party Beneficiaries.

This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any third person, other than the Authorizer as provided in Section 18.

23. Headings.

Headings used herein are for reference only and are not intended, nor shall they be used, in interpreting this instrument.

24. Notices.

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:

Attention: Sedat Duman, CEO/President
Concept Schools, NFP
1336 Basswood Rd, Schaumburg, IL 60173
Facsimile: (847) 824-3382

With a copy to:

Attention: Mustafa Genc, Attorney
Chief Legal Officer
Concept Schools NFP
1336 Basswood Rd, Schaumburg, IL 60173
Facsimile: (847) 824-3382

If to the School, to:

Attention: Taulant Kadiu, Board President
Michigan Mathematics and Science Academy
8155 Ritter St
Center Line, MI 48015
Phone: 586-920-2163
Fax: 586-920-2164

With a copy to:

Attention: Meg Hackett, Attorney
Thrun Law Firm, P.C.

Phone 616.588.7701
Fax 616.588.7710

25. Severability.

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

26. Waiver and Delay.

No waiver or delay in the enforcement of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

27. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

28. Assignment.

Neither party shall assign this Agreement without the written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

29. Amendment.

This Agreement may not be modified or amended except by a writing signed by an authorized representative of each respective party hereto. In the event this Agreement is amended, the submission requirements of the Authorizer apply. ESP amendments will be added to the Charter Contract through the Charter Contract amendment process identified in the Charter Contract Terms and Conditions.

30. Amendment Caused by MMSA Site Closure or Reconstitution

In the event that the MMSA is required (i) to close a School site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and of the Charter Contract Terms and Conditions, and such closure of an School site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the MMSA site closure or reconstitution, with no cost or penalty to the MMSA, and Concept shall have no recourse against MMSA or the Authorizer for implementing such site closure or reconstitution.

31. Counterparts.

This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument.

32. Conflicting Provisions.

Any provisions that are contrary to or conflict with the Charter Contract shall be superseded by the terms and conditions of the Charter Contract.

33. Dispute Resolution Process.

(a) Dispute Resolution/Arbitration Process. The parties will attempt to settle any alleged breach of this Agreement through negotiation between the parties. If settlement cannot be reached through negotiation within thirty (30) days after the initial receipt by one of the parties of a written "notice of contractual dispute," the alleged breach shall be settled by binding arbitration conducted before a single arbitrator who is knowledgeable in commercial law. Either party may submit the dispute to the American Arbitration Association ("AAA") no later than forty-five (45) calendar days from the date of the original written "notice of contractual dispute." A failure to submit a request for arbitration to the AAA within this specified time frame (or any mutually agreed-upon extension thereof) will be considered a waiver of the moving party's claims. The arbitration will be conducted in accordance with the then applicable AAA "Commercial Arbitration Rules and Mediation Procedures" (except as otherwise modified by this Agreement). The arbitration will be held in Cook County, Illinois. A single arbitrator will be mutually agreed upon by the parties, but if they are unable to agree on an arbitrator, a single arbitrator shall be appointed pursuant to the AAA's procedures. All arbitration proceedings shall be closed to the public and confidential. All records relating thereto shall be permanently sealed, except as otherwise required by law or as necessary to obtain court confirmation of the arbitrator's decision.

(b) Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation of the specific provisions of this Agreement, as framed by the original written "notice of contractual dispute" described in subsection (a) above. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award that is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator's failure to observe these limitations shall constitute grounds for vacating the award.

(c) Award. The arbitrator shall apply the law specified in Paragraph 23 of this Agreement in rendering his or her award. The arbitrator shall submit his/her award in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties agree that this is a jurisdictional deadline that may be waived only by agreement of the parties. Any award issued after this deadline shall be considered a non-binding, advisory opinion. The parties agree that the arbitrator will be barred from awarding to a party punitive damage

and/or attorneys' fees. The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MICHIGAN MATHEMATICS AND SCIENCE ACADEMY (MMSA)

By: Myra Dutton

Name: Myra Dutton

Its: Board President

CONCEPT SCHOOLS NFP (Concept)

By: 
Sedat Duman (Jun 20, 2023 08:32 CDT)

Name: Sedat DUMAN

Its: President & CEO

MM1, Inc.

Employee Management Service Agreement

This Agreement (this "Agreement") is effective on the 1st day of July, 2023 by and between **MM1, Inc.** ("MM1"), whose headquarters or principal place of business is located at 27655 Middlebelt Road, Farmington Hills, Michigan 48334 and **Michigan Mathematics and Science Academy**, (the "Academy") a Michigan public school academy, whose headquarters or principal place of business is located at 27300 Dequindre, Warren, MI 48092, and 2850 Lorraine Avenue, Warren, MI 48093. This Agreement is supplemented by an Addendum attached hereto and made part hereof and dated as of even date herewith (the "Addendum"). Notwithstanding anything in this Agreement to the contrary, to the extent there is conflict between the language of this Agreement and the Addendum, the language of the Addendum shall control.

RECITALS

- A. Through its affiliated network of service providers, MM1 provides human resource related administrative services and employees to the Academy.
- B. MM1 desires to contract with the Academy, and the Academy desires to contract with MM1, to obtain human resource related administrative services and employees required for the operation of the Academy's Business.

IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

I. SERVICES

- 1.1 MM1 agrees to contract to the Academy and the Academy agrees to contract from MM1 the Worksite Employees on the terms and conditions in this Agreement. "Worksite Employees" means all employees assigned to fulfill the Academy worksite job positions as are mutually agreed between the Academy and MM1 and reviewed from time to time. MM1 shall also provide and control all human resources, personnel, payroll, benefits and related administrative functions for Worksite Employees.
- 1.2 The Academy shall retain control over its business operations, instructional activity and all other matters, including but not limited to: the curriculum, books, equipment and educational supplies; state funding; finances and budgeting; parent relations; student achievement and guidance; student discipline; food; building and property management; transportation; sports and extracurricular activities; purchasing; public relations; Worksite Employee working conditions; and the assignment, direction and supervision of the day to day work of Worksite Employees.
- 1.3 The Academy and MM1 will consult with each other on personnel related issues including but not limited to: hiring, approving, implementing and supervising compliance with personnel policies, procedures and directives; and evaluating, supervising, disciplining and terminating; however MM1 has ultimate control over these areas.

II. TERM OF AGREEMENT

- 2.1 **Effective Date.** MM1 shall provide services commencing on July 1, 2023 ("Effective Date"). This Agreement shall remain in full force and effect through and including June 30, 2024 ("Term").
- 2.2 **Termination.** This Agreement shall remain in full force and effect until one of the following occurs:
 - (a) In the event one party shall be in Default under Section 6.5, the other party may immediately terminate this Agreement.
 - (b) During the Term of this Agreement, either party may terminate the Agreement with sixty (60) days written notice of intent to terminate.
 - (c) If the Academy's Charter Contract issued by the Grand Valley State University ("GVSU") Board of Trustees is revoked, terminated or a new Charter Contract is not issued to the Academy after expiration of the Academy's Charter Contract, this Agreement shall automatically terminate on the same date as the Academy's Charter Contract is revoked, terminated or expires without further action of the parties.

(d) This Agreement shall automatically terminate in the event of a State-mandated shut down of the Academy.

2.3 **Dissolution / Bankruptcy.** This Agreement shall terminate automatically without notice to the Academy if a petition in Bankruptcy Court is filed by or against the Academy, shall have been voluntarily or involuntarily adjudicated bankrupt by any Court of competent jurisdiction, or if a petition is filed for reorganization of the Academy, or if a receiver shall have been appointed for all or a substantial part of the Academy's business.

2.4 **Obligation upon Termination.** On the termination of this Agreement by any party for any reason:

(a) MMI shall immediately notify in writing each Worksite Employee that his/her employment relationship with MMI has been terminated, and

(b) The Academy shall immediately notify in writing each Worksite Employee that this Agreement has been terminated. The Academy shall reimburse MMI for all Worksite Employee compensation, if any, due through the date of termination of this Agreement.

III. PAYMENTS & FEES

3.1 **Initial Fee.** MMI has agreed to waive the Initial Fee.

3.2 **Service Fees.** The Academy shall pay all Fees set forth in Schedule A for services rendered by MMI pursuant to this Agreement. For new employees hired after execution of this Agreement (as opposed to the Effective Date), the Academy agrees to pay MMI an Employee Processing Fee of fifteen (\$25) dollars per Worksite Employee as set forth in Schedule A.

(a) The Academy's payment obligation shall continue during normal periods of Worksite Employee absence for vacation, sick leave, legal holidays and emergency situations.

(b) The Fees shall be payable during the entire Term of this Agreement and any unpaid fee shall be immediately due upon termination of this Agreement.

3.3 **Payment.** Payment shall be processed by wire transfer or by Automated Clearing House debit. Payments are due no later than the payroll check date unless the Academy chooses direct deposit for their paychecks ("Due Date"). In that case, payments are due two business days prior to the payroll check date. The Academy acknowledges that MMI will not release payroll checks until they receive evidence that full payment has been received by the Due Date.

3.4 **Reimbursements.** In addition to the Service Fees detailed in Schedule A, the Academy shall amend its budget and reimburse MMI for any and all: additional costs and expenses requested and approved by the Michigan Mathematics and Science Academy Board of Directors ("Academy Board") in writing in advance; increases in Pass-Through Costs (see Schedule A) mandated by state law or regulation. The Academy shall pay to MMI all current and future costs incurred by MMI during incurred in connection with Worksite Employees, including but not limited to: all payroll, all applicable Federal, State and local taxes, all premium contributions in connection with employee benefits and all workers compensation premiums, insurance premiums, and unemployment compensation charges from the date services begin to Academy hereunder. Any required adjustment to Federal, State or local taxes or insurance premiums applicable to this Agreement or change in status of the Worksite Employee shall be effective on the date of such adjustment or change. The Academy acknowledges that as the employer of record, in addition to the fees received by MMI pursuant to this Agreement, MMI shall retain all federal and state tax benefits, credits or deductions in consideration of services rendered to the Academy pursuant to this Agreement, including but not limited to IRS Sec 125 Plan benefits and savings. Further, the Academy shall reimburse MMI for any benefits premium unnecessarily incurred by MMI because a Worksite Employee is laid off or terminated during a benefit month (i.e., the prepaid cost of the premium for the remainder of the month following termination).

3.5 **Late Payments.** All payments not made or sent by the Academy on or before the due date shall be subject to a late charge of three (3%) percent of the amount due. Checks returned from the Academy's bank will be subject to the late payment charge of fifty (\$50.00) dollars plus any additional costs incurred by MMI. All amounts shall bear interest at the rate of one and one half (1 1/2 %) percent per month, or portion thereof that such amounts remain unpaid.

- 3.6 **Modification.** Any required adjustment to Federal, State or local taxes shall be effective on the date of such adjustment or change. In the event MM1 fails to include the additional cost on the next invoice when due the same shall be due retroactive to the date of change, as mandated, and shall be due by the Academy upon receipt of the next invoice.
- 3.7 **Verification by the Academy.** The Academy will provide MM1 a true, correct and complete list of the Academy's most recent payroll. MM1, through its Liaison, will verify all time submissions of Worksite Employees. If the Academy believes that there is an error in the Worksite Employees submitted time or payment, it shall be the responsibility of the Academy to communicate and provide written notice of the error. Until corrected, the Academy shall not deduct any amount from payment of its current invoice as a credit or setoff. Errors, upon verification, shall be corrected by an adjustment on the next invoice.
- 3.8 **Continuing Liabilities.** In the event that this Agreement is terminated, by either party, the Academy shall be responsible for any insurance or employment liabilities prepaid or incurred by MM1 with respect to the Worksite Employees in the ordinary course on a pro rata basis through the date of termination. Such charges shall be paid by the Academy to MM1 upon receipt of an invoice for such amounts.
- 3.9 **Unemployment Insurance Expense Reimbursement.** In the event of the sale, dissolution, liquidation, reorganization or closing of the Academy's business which causes MM1 to terminate or lay-off any Worksite Employee assigned to the Academy under this Agreement, the Academy agrees to promptly reimburse MM1 for claims paid for Worksite Employees and related charges incurred by MM1 with respect to such employees prior to such sale, dissolution, liquidation, reorganization or closing of the Academy's business.
- 3.10 **Workers Compensation Injury Reporting.** In order for MM1 to pro-actively manage workers compensation claims for the benefit of MM1 and the Academy, all work-related injuries must be reported by the Academy to MM1 on a First Report of Occupational Injury form (supplied by MM1) within twenty-four (24) hours of injury. A fee of one hundred twenty-five dollars (\$125.00) will be charged to the Academy for each work-related injury not properly reported within forty-eight (48) hours of occurrence, after the first failure to report within forty-eight (48) hours.

IV. WORK ENVIRONMENT & RELATED MATTERS

- 4.1 **Worksite Employees.** With MM1's guidance, the Academy shall comply with all safety, health and work laws, regulations and rules at its own expense. With MM1's guidance, the Academy shall also comply with all safe work practices and use of protective equipment required by federal, state or local law at the worksite locations. Accordingly, MM1 shall consult with the Academy, and the Academy shall have certain risks and responsibilities including but not limited to, premises liability, safety risks attendant to the ownership of premises and equipment (which are traditionally assigned to the owner of a business, location, or equipment).
- 4.2 **The Academy Responsibilities.** The Academy shall at its expense (i) comply with all applicable health and safety laws, regulations, ordinances, directives, and rules of controlling Federal, State and local government and (ii) will immediately report all employee accidents and injuries to MM1 by completing an Injury Report Form provided by MM1 within twenty-four (24) hours after the accident. The Academy shall provide or ensure use of all personal protective equipment, as required by Federal, State or Local law, regulation, ordinance, directive, or rule or as deemed necessary by MM1. MM1, MM1's workers compensation carrier and MM1's liability insurance carrier shall have the right to inspect the Academy's place of business at all times to insure compliance with this Section and with the terms of this Agreement. MM1, through its Liaison, shall be responsible for providing records of hours worked by the Worksite Employees. The Academy shall reimburse MM1 for any overtime pay that is or becomes due to or owed to any Worksite Employee.
- 4.3 **Records.** All records and related documents prepared by MM1 or otherwise created in connection with the rendering of services at the Academy's offices shall be prepared in accordance with practices and procedures determined by MM1 and the Academy. Such records shall be maintained in secured files on the premises of the MM1, and the Academy shall have access to such records at all reasonable times. The Academy may make copies of records necessary for it to perform its duties and obligations under this Agreement. MM1 shall make any and all reports with regard to its employees required by applicable law and shall assist the Academy in timely complying with any and all compliance and reporting obligations it may have to the Michigan and United States Departments of Education, The Grand Valley State University Board of Directors, or as otherwise mandated by applicable law.

4.4 **Working Facilities.** MM1 may utilize the premises and facilities of the Academy in rendering services pursuant to this Agreement, including existing Academy infrastructure, such as office space, internal mail service, copiers, computers, internet access and email addresses. The Academy shall also bear the cost of providing a workplace that is in compliance with any requirements of the ADAAA of 2008, the Federal Rehabilitation Act or similar Federal, State or local law.

V. REPRESENTATIONS & WARRANTIES OF THE ACADEMY

The representations and warranties made by the Academy shall survive the termination of this Agreement. The representations and warranties in this Section are deemed to be material and MM1 is entering into this Agreement relying on such representations and warranties. The Academy represents and warrants to MM1 as follows:

- 5.1 **Authorization.** The Academy has been duly authorized to execute and deliver this Agreement. The Academy's execution and performance of this Agreement will not, to the best of the Academy's knowledge, with or without the giving of notice or the passage of time or both, (a) violate the provisions of any law, rule or regulation applicable to the Academy; (b) violate any judgment, decree, order or award of any court, governmental body or arbitrator; or (c) violate the provisions of any separate contract, agreement or arrangement to which the Academy is bound.
- 5.2 **The Academy Employee Plans.** Except as communicated to MM1 in writing prior to the execution of this Agreement:
- (a) **List of the Academy Employee Plans.** The Academy has supplied MM1 with true and complete list of all pension, 401(k) benefit, profit-sharing, retirement, deferred compensation, welfare, insurance disability, bonus, vacation pay or severance pay and other similar plans, programs and agreements ("Academy Employee Plan") relating to the Worksite Employee(s). The Academy has delivered to MM1 true and complete copies of all the Academy Employee Plans which have been reduced to writing, and all modifications for each Academy Employee Plan.
 - (b) **Retiree Benefits.** No Academy Employee Plan provides health or life insurance benefits for retirees.
 - (c) **Claims.** To the best of Academy's knowledge, there are no threatened or pending claims, suits or other proceedings by any of the Academy's former employees, plan participants, beneficiaries or spouses of any of the above, the IRS, the Pension Benefit Guaranty Corporation, or any other person or entity involving any Academy Employee Plan, including claims against the assets of any trust, involving any Academy Employee Plan or any right or benefits there under, other than ordinary pursuant to domestic orders.
 - (d) **Controlled Group.** The Academy is not a member of a "controlled group of corporations" as defined in Section 1563(a) of the Internal Revenue Code of 1986, as amended.
- 5.3 **Government Investigations.** The Academy has fully disclosed to MM1 all government investigations, lawsuits or other adversary proceeding involving the Academy for five (5) years preceding the execution of this Agreement.
- 5.4 **Contracts and Commitments.** Prior to the execution of this Agreement, the Academy has provided MM1 a true and correct copy of each of the following with respect to the Academy's former employees: all collective bargaining, trust, non-competition, employment and consulting agreements, executive compensation, employee stock option and stock purchase, and group life, health and accident insurance and other similar plans, agreements, memoranda or understanding, arrangements or commitments regarding Academy employees to which the Academy is a party or by which the Academy is bound.
- 5.5 **Workers' Compensation Information.** The Academy has provided MM1 with (a) insurance policies covering its former employees for a period of not less than one (1) entire calendar year immediately preceding the execution of this Agreement and all renewal letters regarding such policies, whether or not such policies were, in fact, renewed; and (b) audits regarding such policies for the same time, whether or not such audit was conducted or requested during or after the effective dates of such coverage(s). With respect to such information, the Academy represents that, to the best of its knowledge, the audit information, classification codes and experience modification information provided is complete and accurate and that no information is omitted that would, by its omission, cause such information to be misleading. The Academy acknowledges that, if not provided, there is no known audit or request for audit currently pending or outstanding. In the event

MMI incurs any charges or surcharges on behalf of the Academy following an audit of MMI relating to the Academy's business after the date of this Agreement, whether or not such charges or surcharges relate to claims experience, employees classification code changes or otherwise, the Academy shall be fully responsible and shall indemnify MMI for such charges and / or surcharges attributable to the Academy's business and / or Worksite Employees.

5.6 **Employer Relations.**

(a) **Compliance.** The Academy is in compliance with all Federal, State and local laws respecting employment practices, terms and conditions of employment, wages and hours, and is not engaged in any discriminatory employment or unfair labor practice. There are no arrearages in the payment of wages, taxes or workers compensation assessment or penalties.

(b) **Labor Practices.** Except as the Academy has disclosed in writing prior to the execution of this Agreement:

(i) None of the Academy's former Employees are represented by any labor union and, there is no unfair labor practice complaint against the Academy pending before the National Labor Relations Board or any State or local agency.

(ii) There is no pending labor strike or other material labor strike or other material labor trouble affecting the Academy and there is no material labor grievance pending against or affecting the Academy.

(iii) There are no pending arbitration proceedings arising out of or under any collective bargaining agreement to which the Academy is a party, or to the best of the Academy's knowledge, any basis for which a claim may be made under any collective bargaining agreement to which the Academy is a party affecting the Academy's former employees; and

(iv) There is no pending litigation or other proceeding or basis for an unasserted claim against the Academy by any of the Academy's former employees or group of former employees which is based on claims arising out of any of the Academy's former employee's employment relationship with the Academy, including, but limited to, claims for breach of contract, tort, discrimination, employee benefits, wrongful termination or any common law or statutory claims.

(c) **Taxes.** The Academy has deducted and remitted to the relevant government authority all taxes, contributions and other amounts required by statute, law or regulation.

V. COVENANTS OF PARTIES

- 6.1 **Criminal Background Checks.** MM1 and the Academy acknowledge that all Worksite Employees, or any other personnel provided by MM1 to the Academy must be in compliance with all the Academy policy, procedures, rules and regulations. MM1 shall obtain authorization from the applicant and conduct as a part of the hiring process an Unprofessional Conduct Disclosure (UCD) request of all employment applicants chosen for hire at the Academy worksite as required under sec. 380.1230b of the Revised School Code Act 451 of 1976 (Code). The School Leader shall appoint an on-site Local Agency Security Officer (LASO) in compliance with Michigan State Police and Federal requirements for conducting criminal background checks, and shall obtain a Conviction Disclosure Form from all employment applicants offered conditional employment at the Academy as required in the Code. The School Leader, acting on behalf of the Academy and / or Board shall provide MM1 an Affidavit of Assignment (red light-green light letter) for all MM1 employees that are to be assigned to regularly and continuously work at the Academy, as required by law. MM1 agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background checks and criminal conduct. MM1 shall require that the results of the unprofessional conduct check are received, reviewed and used (subject to a verification process) by the School Leader, acting on behalf of the Academy and /or Board, only as permitted by law to confirm that the individual does not have a criminal history and to evaluate the qualifications of the individual for his/her assignment. The Academy and MM1 shall follow all applicable Federal, State and Local laws as it relates to this Section 6.1
- 6.2 **Liability Insurance.** The Academy shall furnish upon signing this Agreement and keep in full force and effect at all times during the Term of this Agreement general liability insurance in an amount not less than one million (\$1,000,000) dollars. The Academy shall issue a Certificate of Insurance providing for not less than thirty (30) days advance notice of cancellation or material changes. MM1 and the Academy shall maintain such policies of insurance as required by the Michigan Universities Self-Insurance Corporation (M.U.S.I.C.) and the Academy's Charter Contract issued by the GVSU Board of Trustees (the "Charter Contract") or Applicable Law. In the event that M.U.S.I.C. requests any change in coverage by MM1, MM1 agrees to comply with any change in the type and amount of coverage as requested by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.
- 6.3 **Motorist Insurance.** In the event that a MM1 employee is assigned to fill a job function requiring the employee to operate a vehicle for the Academy, the Academy shall furnish liability insurance. The policy shall insure against public liability for injury and property with a minimum combined single limit of five hundred thousand (\$500,000) dollars. The policy shall include uninsured motorist coverage with limits of no less than one hundred thousand (\$100,000) dollars. In states where "no-fault" laws apply, equivalent personal injury and property damage coverage shall be included. The Academy shall issue a Certificate of Insurance providing for not less than thirty (30) days advance notice of cancellation or material changes. This coverage period shall survive this Agreement.

6.4 Indemnification.

(a) **The Academy.** To the extent permitted by law, the Academy agrees to defend, indemnify, and hold harmless MMI, its officers, directors, shareholders, agents and employees from any claims made by Worksite Employees for any claims, demands, losses, costs, fees, penalties, fines or damages arising from any actions, conduct or omissions of the Academy or its officers, directors, shareholders, agents or employees. Such claims shall include, but are not limited to, charges of discrimination brought through the State Department of Labor, the Equal Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with Federal and State wage and hour laws, wrongful termination, discrimination, denial of due process or other employment-related causes of actions resulting from employee discipline or termination. The Academy shall defend and indemnify MMI, its officers, directors, shareholders, agents and employees from employee claims of sexual harassment by the Academy. The duty to defend includes the right to select counsel and duty to pay actual attorney's fees incurred in defending such claims, and the duty to indemnify includes the duty to pay any award imposed by an administrative agency, judgment or settlement against MMI.

(b) **MMI.** MMI agrees to defend, indemnify, and hold harmless the Academy, their officers, directors, shareholders, agents and employees from any claims, demands, losses, costs, fees, penalties, fines or damages arising from any actions, conduct or omissions of MMI or its officers, directors, shareholders, agents or employees. Such claims shall include, but are not limited to, charges of discrimination brought through the State Department of Labor, the Equal Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with Federal and State wage and hour laws, wrongful termination, discrimination, denial of due process or other employment-related causes of action. MMI shall defend and indemnify the Academy, its officers, directors, shareholders, agents and employees from employee claims of sexual harassment by MMI. The duty to defend includes the right to select counsel and duty to pay actual attorney's fees incurred by the Academy in defending such claims, and the duty to indemnify includes the duty to pay any award imposed by an administrative agency, judgment or settlement against the Academy.

(c) **GVSU.** The parties acknowledge and agree that 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 these parties."

"Compliance with the 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 provisions contained in this Agreement."

"Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i)to close an Academy site pursuant to a notice issued by [561 if SOE] of the Code, MCL 380.507 [561 if SOE], and of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the ESP shall have no recourse against the Academy or University Board for implementing such site closure or reconstitution."

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

6.5 **Default.** Either party shall be in "Default" under this Agreement if following ten (10) days written notice from the other (provided, however, such period shall be extended for an additional reasonable period if the default is of a non-monetary nature and is such that it cannot be cured within ten [10] days and the party has diligently commenced the curing of such default and is diligently pursuing the same to completion) the party has failed to cure a material breach of this Agreement or any bankruptcy, receivership or insolvency proceeding is instituted by or against the party. Any action or inaction by MM1 pertaining to this Agreement that causes the Academy's Charter Contract to be in default or to be terminated is a material breach of the Agreement.

6.6 **Compliance with Employment Related Laws.** The Academy and MM1 shall comply with all state and federal Employment Related laws, including but not limited to the following:

(a) All local, state and Federal laws relating to equal employment opportunity and nondiscrimination in employment. MM1 shall not be responsible for any action taken by the Academy with respect to the Worksite Employees, unless the Academy secures prior written authorization from MM1.

(b) The Academy shall, upon request by MM1, make available comparable employment opportunities to Worksite Employees eligible for reinstatement following leave as required by the Family & Medical Leave Act ("FMLA") or any comparable law, the Academy shall bear the sole cost of compliance for any Worksite Employee eligible for reinstatement under the FMLA unless such noncompliance is caused by MM1.

(c) The Academy shall, upon request by MM1, make available a reasonable accommodation to any Worksite Employee entitled to such as required by the Americans with Disabilities Act ("ADA"), the Federal Rehabilitation Act or any comparable law. The Academy shall bear the sole cost of providing a reasonable accommodation to any Worksite Employee. The Academy shall bear the sole cost of providing a workplace that is in compliance with any applicable architectural requirements of the ADA, the Federal Rehabilitation Act or similar local, state or Federal law.

(d) The Academy shall give MM1 not less than thirty (30) days advance written notice of: (i) any temporary or permanent shutdown of any facility, site of employment or employment unit; or (ii) any reduction in force resulting in the layoff of one-third or more of the persons (counting the Academy employees, Worksite Employees or both) working at any single facility, site of employment or employment unit of the Academy. The Academy shall give equivalent notice to MM1 with respect to the Federal Worker Adjustment Retraining and Notification Act and any comparable law.

(e) The Academy shall immediately notify MM1 of any personnel action involving or affecting a Worksite Employee that would qualify as a qualifying event under the continuation coverage of COBRA. The Academy shall immediately notify MM1 of any qualifying event affecting any plan beneficiary that would qualify as a qualifying event under COBRA.

(f) No individual shall be considered to be engaged as a Worksite Employee until MM1 has received and reviewed, to its sole satisfaction, sufficient pre-employment documentation submitted to MM1 within 48 hours of acceptance of employment, including but not limited to Form INS-9 and IRC W-4.

VII. REPRESENTATIONS & WARRANTIES OF MMI

The representation and warranties made by MMI shall survive the termination of this Agreement. The representations and warranties in this Section are deemed to be material and the Academy is entering into this Agreement relying on such representations and warranties. MMI represents and warrants to the Academy as follows:

- 7.1 **Authorization.** MMI has been duly authorized to execute and deliver this Agreement. MMI's execution and performance of this Agreement will not, to the best of its knowledge, with or without the giving for the passage of time or both, violate the provisions of any law, rule or regulation applicable to MMI.
- 7.2 **Government Investigations.** MMI has fully disclosed to the Academy all government investigations, lawsuits or other adversary proceeding involving MMI for five (5) years preceding the execution of this Agreement.
- 7.3 **Compliance.** MMI is in compliance with all Federal, State and local laws respecting employment practices, terms and conditions of employment, wages and hours, and is not engaged in any discriminatory employment or unfair labor practice. There are no arrearages in the payment of wages, taxes or workers compensation assessment or penalties.

VIII. MUTUAL OBLIGATIONS

- 8.1 **Waiver of Subrogation.** Each party releases and discharges the other party, and any officer, agent, employee or representative of such party, from any liability whatsoever arising from the loss, damage or injury, for any reason, for which insurance is carried by the insured party at the time of such loss, damage or injury, to the extent of any recovery by the insured party. Provided, however, this paragraph shall not apply if its application would invalidate insurance protection.
- 8.2 **Mutual Cooperation.** The parties agree that, except where conflicts prevent it, they shall render to each other reasonable assistance and shall cooperate in good faith with each other to ensure the proper and adequate defense of any claim, action, suit or proceeding brought by a third party.
- 8.3 **Confidentiality.** The parties agree to cooperate in such a manner as to preserve and uphold the confidentiality of all business records and the attorney-client and work-product privileges, subject to the Freedom of Information Act and the disclosure provisions of the Michigan Revised School Code (the "Code").

IX. MISCELLANEOUS

- 9.1 **Governing Law.** This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within the State without giving effect to choice of law principles of the State. Any claim or controversy arising out of or relating to this Agreement or breach thereof, shall be litigated in the Wayne County Circuit Court or the U.S. District Court for the Eastern District of Michigan. The prevailing party shall be awarded its reasonable attorney fees and costs.
- 9.2 **Independent Contractor.** MMI is an independent contractor of the Academy and neither party is the agent of the other, except for the purposes of the Family Educational Rights and Privacy Act ("FERPA"). The Academy designates MMI and the employees of MMI as agents of the Academy having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, FERPA.

9.3 Enrolling New Worksite Employee.

(a) **Selection of Worksite Employees.** MMI shall engage new Worksite Employees only as set forth below. The Academy, through its Chief Administrative Officer, shall recommend all job candidates to MMI for interview and potential hiring, and shall not offer employment to any individual without consent of MMI. MMI shall employ and assign to the Academy all such qualified and certified classroom teachers, instructors and support staff that the Academy, through its Chief Administrative Officer, approves and deems necessary to accomplish the educational mission of the Academy, and as provided in the Academy's approved budget and as directed by the Academy Board. Based upon recommendations by the Academy, MMI shall make the final selection of all Worksite Employees assigned to the Academy. MMI shall comply with the Immigration Reform and Control Act.

(b) **Hiring, Evaluating, Supervising, Disciplining and Firing.** MMI shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Worksite Employees. The Academy shall not terminate any Worksite Employee without prior consent of MMI and shall abide by all reasonable directives from MMI regarding personnel matters, it being understood that MMI retains ultimate control over all personnel decisions involving Worksite Employees.

(c) **MMI Requirements.** MMI, or its designated subcontractor (approved by the Academy) shall be responsible for performing all pre-employment, background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Code, as if employed by the Academy directly. Employment records of Worksite Employees shall be made available to the Academy upon request for purposes of auditing such records for compliance with applicable law. An FBI and State Police records check as required by the Code shall be obtained by MMI and paid for by the Academy regarding each Worksite Employee for whom such records check has not already been completed.

9.4 **Assignment/Amendment.** This Agreement may not be assigned by either party without prior written consent of the other party and notice to GVSU. None of the terms and provisions of this Agreement may be modified or amended except by an instrument in writing executed by each party and in a manner consistent with GVSU's Educational Service Provider Policies.

9.5 **Severability.** If any provision of this Agreement should be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected thereby and the provision deemed invalid, illegal, or unenforceable shall be construed and enforced to the greatest extent legally possible.

9.6 **Waiver.** Failure by either party to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor prejudice either party with regard to any subsequent action.

9.7 **Section Headings.** The Section Headings of this Agreement are for the convenience of the parties only and in no way alter, modify, limit or restrict contractual obligations of the parties.

9.8 **Forms.** The Academy shall utilize forms provided by MMI unless otherwise required by law or regulation.

9.9 **Notices.** Any notice or other communication required by this Agreement shall be sufficiently given in writing and delivered personally, sent by confirmed facsimile transmission, overnight air courier (postage prepaid), or by registered or certified mail (postage prepaid with return receipt requested) addressed as follows:

For the Academy, to:

Michigan Mathematics and Science Academy
27300 Dequindre.
Warren, MI 48092

with a copy to:

Client Law Firm

For MMI, to:

Ralph Cunningham
MMI, Inc.
27655 Middlebelt Road
Farmington Hills, MI 48334

with a copy to:

David L. Steinberg
27777 Franklin Rd.
Southfield, MI 48034

- 9.10 **Entire Agreement.** This constitutes the entire agreement between the parties with regard to the subject matter herein. No prior oral or written agreement, practice or course of dealing between the parties relating to the subject matter herein shall supersede this Agreement.
- 9.11 **Authorization.** The individual executing this Agreement is authorized on behalf of the Academy to bind the Academy to the terms set forth herein.

Michigan Mathematics and Science Academy
Board of Directors Member
27300 Dequindre,
Warren, MI 48092

Michigan Mathematics and Science Academy,
a Michigan public school academy

By: Myra Dutton
Myra Dutton (Jun 26, 2023 17:11 EDT)

Its: Board of Directors Member

Dated: June 26, 2023

MMI, Inc.

Ralph Cunningham, President
27655 Middlebelt Road
Farmington Hills, MI 48334

MMI, Inc.,
a Michigan corporation

By: Ralph Cunningham
Ralph Cunningham

Its: President

Dated: June 9, 2023

**ADDENDUM
TO EMPLOYEE MANAGEMENT SERVICES AGREEMENT DATED EFFECTIVE AS OF
JULY 1, 2023, BY AND BETWEEN THE MICHIGAN MATHEMATICS AND SCIENCE ACADEMY, A
MICHIGAN PUBLIC SCHOOL ACADEMY AND MM1, INC.**

This Addendum (this "Addendum") to the above-entitled Employee Management Services Agreement (the "Agreement") is effective the 1st day of July, 2023, by and between the Michigan Mathematics and Science Academy, a Michigan public school academy (the "Academy") and MM1, Inc., a Michigan Corporation ("MM1") with reference to the following:

RECITALS:

WHEREAS, the parties have entered into the above referenced Agreement with respect to provision by MM1 to the Academy of human resource related administrative services and Worksite Employees; and

WHEREAS, the parties desire to supplement certain provisions of the Agreement to reflect their mutual understanding as to certain agreed upon changes; and

WHEREAS, all capitalized terms herein, unless otherwise defined or modified hereby, shall have the same meaning for such terms as set forth in the Agreement.

NOW, therefore for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. On-site Supervision and Worksite Employee Evaluation. MM1 and the Academy shall select a Worksite Employee assigned to a staff/administrative position at the Academy to serve as the "Liaison." The Liaison shall bear the responsibility to coordinate and monitor the evaluation and supervision of teaching, maintenance and administrative personnel, as well as the other duties and obligations of MM1. The Academy Chief Administrative Officer and Liaison shall jointly conduct all performance evaluations of Worksite Employees. The Liaison shall assist with human resources and personnel matters on the Academy's premises during normal business hours and the Liaison shall coordinate with and advise MM1 as to the status of such matters at such times as requested by MM1's home office. The Chief Administrative Officer shall determine the procedures to be followed by Worksite Employees in the day-to-day performance of their job duties.

2. Personnel Requirements. The Academy, through its Chief Administrative Officer, shall advise MM1 of the teachers, instructors, and administrators required by the Academy to perform its mission, as provided in the budget adopted by the Academy Board. Job descriptions and qualifications shall be consistent with Schedule 5 of the Charter Contract (as defined in the Agreement). MM1 shall comply with the Code with respect to the evaluation and compensation systems. (See Sections 1249 and 1250 of the Code). By July 15, 2023, the Academy Board shall adopt a personnel classification and pay plan and provide such plan to MM1. The Academy Board shall notify MM1 of any significant changes in the level of funding provided to the Academy.

3. Worksite Employee Handbook and Policies. MM1 shall assist the Academy in developing a handbook of personnel policies and procedures, which policies and procedures shall guide MM1 with respect to the discipline, layoff or termination of Worksite Employees. Such handbook of personnel policies and procedures will become effective following review and adoption by the Academy Board. If a Worksite Employee has a problem or dispute regarding a co-worker, a student, parent, supplies or any other matter, the Worksite Employee shall first bring the problem or dispute to the attention of the MM1 Liaison. If the problem or dispute is not resolved in a reasonable time period, the Worksite Employee shall take the matter to the Academy Chief Administrative Officer and, if not resolved, to the Academy Board.

4. Personnel Issues. In the event the Academy becomes dissatisfied with the performance of any individual Worksite Employee, the Academy shall notify MM1, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested. Upon receipt of such notice from the Academy, MM1 agrees to promptly take such specific action requested; provided however, if such specific action requested is to terminate said Worksite Employee's employment at the Academy's premises, MM1 shall promptly suspend and promptly remove such Worksite Employee from the Academy's premises until MM1 is able to investigate such request and make a decision as to such Worksite Employee's employment at the Academy's premises.

5. Compensation and Benefits. MM1 shall present to the Academy Board, on a frequency established by the Academy, the level of compensation and fringe benefits provided to Worksite Employees.

6. Authority. Neither MM1 nor any provision of the Agreement shall interfere with the Academy Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. The Agreement shall not in any way restrict the Academy Board from acting as an independent, self-governing public body, or allow public decision to be made other than in compliance with the Open Meetings Act.

7. Governmental Immunity. The Agreement does not in any way require the Academy Board to assert, waive or not waive its governmental immunity.

8. Deposit of Funds. No provision of the Agreement shall affect the right of the Academy Board to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the depository account shall solely be properly designated Academy Board member(s). Interest income earned on Academy depository accounts shall accrue to the Academy.

9. Payment. The Academy Board shall either pay or reimburse MM1 for approved fees or expenses upon properly presented documentation and approval by the Academy Board or a properly designated Academy Board member. The Academy Board may advance funds to MM1 for the fees or expenses associated with the Academy's operation provided that satisfactory documentation for the fees and expenses are supplied for Academy Board ratification.

10. Academy Records. The financial, educational and student records pertaining to the Academy are Academy property and shall be kept confidential, subject to the Freedom of Information Act and the Michigan Revised School Code. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. Except as permitted under the Charter Contract and applicable law, this Agreement shall not restrict GVSU's or the public's access to Academy records. All records should be kept in accordance with applicable State and Federal requirements.

11. Access to MM1 Records. All financial and other records of MM1 related to the Academy shall be made available to the Academy and/or its independent auditor, who shall be solely selected by the Academy Board.

12. Purchases. All equipment, materials and supplies purchased by MM1 on behalf of or as agent of the Academy, shall be and remain the property of the Academy. MM1 agrees to comply with Section 1274 of the Revised School Code as if the Academy were making these purchases directly from a third-party supplier. If MM1 procures equipment, materials and supplies at the request of or on behalf of the Academy, no added service charges or administrative fees shall be imposed.

13. Proprietary Rights. All curriculum and educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by MM1 at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials, shall be the sole proprietary property of the Academy. Those curriculum or educational materials developed or copyrighted by MM1 prior to the date of the Agreement, or that are not otherwise dedicated for the specific purpose of developing Academy curriculum or educational materials, shall be the sole proprietary property of MM1. All educational materials, from any source, as well as teaching techniques used by the Academy, are subject to disclosure under the Revised School Code and the Freedom of Information Act.

14. Personnel Responsibility. MM1 shall be responsible for administration and provision of benefits, salaries, worker's compensation, unemployment compensation and liability insurance and for maintenance of Worksite Employees' personnel files and all other employee records required by state and/or federal law and the Charter Contract for Worksite Employees and other employees working on Academy operations.

15. Marketing and Development. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program as approved by the Academy Board, and shall not include any costs for the marketing and development of the business of MM1.

16. Performance Evaluation of MM1. The Academy Board may develop and implement a process for the review and evaluation of the performance by MM1 under the Agreement. The policies and procedures providing for

any such evaluation process shall be provided in writing to MMI. The Academy Board shall communicate in writing to MMI the results of any such performance review.

17. Compliance with Academy's Contract. MMI 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 Charter Contract issued by Grand Valley State University ("GVSU") Board of Trustees. The provisions of the Academy's Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement. Any additional costs of compliance because of changes mandated by GVSU will be borne by the Academy and MMI equally, provided that any additional costs to MMI shall be limited to its duties and obligations under this Agreement. The Academy and MMI enter into the Agreement with the full understanding that the Educational Service Provider Policies of July 1999 (the "Policies") issued by GVSU's Office are undergoing revisions. The Academy and MMI agree to amend the Agreement within sixty (60) days of the effective date of GVSU's revised Educational Service Provider Policies to conform with such new policies, or as soon as mandated by GVSU.

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

WITNESS:

Mary Ellen Worden

MMI, INC.,
a Michigan corporation

BY: Ralph Cunningham

Ralph Cunningham

ITS: PRESIDENT

DATE: June 9, 2023

WITNESS:

Myra Dutton

MICHIGAN MATHEMATICS AND SCIENCE
ACADEMY,
a Michigan public school academy

BY: Myra Dutton

Myra Dutton (Jun 26, 2023 17:11 EDT)

ITS: BOARD OF DIRECTORS MEMBER

DATE: June 26, 2023

SCHEDULE A
To Employee Management Service Agreement
Between MM1, Inc. and Michigan Mathematics and Science Academy

Pass-Through Costs/Reimbursements		Current Rates¹	
Michigan Unemployment Tax		6.80%	
Employer Portion Social Security		6.20%	
Employer Portion Medicare		1.45%	
Federal Unemployment Tax		0.08%	

Fixed Workers Compensation Costs		Per \$100 of Earnings	
Code: 8868 Teachers		.75%	
Code: 8810 Clerical		.45%	
Code: 9015 Bldg. Maintenance		7.25%	
Code: 9058 Food Service		2.60%	
Code: 7380 Driver		7.99%	

Fixed Fees			
Admin Fee, as a percentage of gross wages paid to all Worksite Employees (minimum \$33,000)		3.0%	
Employee Processing Fee (per new hire) ²		\$25.00	

¹ Subject to change as mandated by state or federal law or regulation.

² Assessed only for new Worksite Employees hired after initial transfer or start-up hiring of Worksite Employees following execution of the Agreement.

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Academic Achievement

As measured by the state assessment, the school's percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready as reported by the Michigan Department of Education will meet or exceed the select peer schools' mean reported percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready. Select peer schools are the set of school buildings determined annually by GVSU to be the most demographically, socioeconomically, programmatically, and geographically similar to the school.

Academic Growth


As measured by the state assessment, the school's mean student growth percentile rank in English language arts and math will meet or exceed the select peer schools' mean student growth percentile rank. Select peer schools are the set of school buildings determined annually by GVSU to be the most demographically, socioeconomically, programmatically, and geographically similar to the school.

Date: 6/10/23


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the MMSA Board of Directors at a properly noticed open meeting held on the 10th day of June, 2023, at which a quorum was present.


Board Secretary

SCHEDULE 7-2

CURRICULUM

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

Please see separate file for full Curriculum

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.

Michigan Math and Science Academy

Job Descriptions and Performance Standards

For each job, all primary roles and major responsibilities are listed. However, additional duties and skills may be required for each job.

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Principal

School: Michigan Math and Science Academy

Supervisor: Board of Directors

Primary Role and Purpose: Operate as the educational leader and chief educational officer of the school while implementing policies set by the board of directors. Assume administrative responsibility for the planning, operation, supervision, and evaluation of the education programs, services, facilities of the charter contract, and for the annual evaluations of the school staff.

Education:

Minimum of a bachelor's degree, master's degree preferred.

Certification:

Principal should have appropriate administrative certification or continuing education credits in compliance with the requirements of the State of Michigan.

Skills:

- Knowledge of school law, finance, and curriculum.
- Able to manage budget and personnel.
- Able to interpret policy, procedures, and data.
- Exceptional organizational, communication, public relations, and interpersonal skills.

Experience:

At least 5 years of teaching or administrative experience.

Responsibilities and Duties:

Instructional Leadership

- Be knowledgeable about all aspects of the instructional program and analyze data to confirm continuous focus on improving student academic performance.
- Work with staff, board, parents, and community to plan curriculum.
- Develop, evaluate, and revise the school improvement plan annually with the input of all school committees.
- Compile reports and assist the board in the evaluation of the effectiveness of school programs.

School Morale

- Demonstrate skill in anticipating, managing, and resolving conflict.
- Assure ongoing communication with school personnel.

School Improvement

- Analyze periodic evaluations of programs and operations to establish improvements needed to attain goals of school.
- Use a collaborative decision-making and problem solving process when possible.
- Encourage goal-oriented achievement and support the efforts of school performance objectives (academic excellence indicators).

Personnel Management

- Advise on the number and types of positions needed to fulfill the school functions effectively and organize the school's central administration.
- Encourage a positive work climate that promotes high staff morale and excellence in the school.
- Employ non-contractual personnel. Advise contractual personnel of employment.
- Designate assignments for all personnel. Exercise final authority over transfer of educators due to enrollment shifts or program needs.

- Designate the duties of all personnel.
- Oversee the staff evaluation program.
- Oversee the termination or suspension of employees or non-renewal of term-contract personnel. Terminate non-contractual personnel.
- Serve as a liaison between the board and staff.
- Advise school staff on pay systems, pay increases, or pay adjustments for personnel.
- Administer pay systems.

- Encourage all professional development activities.

Management of Fiscal, Administrative and Facilities Functions

- Keep informed on laws and public policy dealing with education on the local, state, and federal level.
- Incorporate procedures and regulations to manage school operations and apply policies adopted by the board.
- Ensure all essential documents are compiled as requested by the board, the Illinois Board of Education, and other federal and state agencies and any records subpoenaed by a court of law.
- Compile and submit annual proposed budget to the school board.
- Consult with all financial accounting staff and ensure that approved budget is being managed in accordance with policy.
- Ensure all state and federal requirements are met.
- Ensure that the school facilities are maintained and that provisions are made for the safety of students, employees, and other users of school facilities.
- Keep informed on the status of school property, casualty, and workers' compensation loss experience to ensure that appropriate risk management and loss control strategies are employed.

Student Management

- Provide positive education environment through the practice of an impartial and effective system of student discipline management.
- Collaborate with staff, board and community to ensure implementation of support services for students.

School and Community Relations

- Produce and apply open communication between the school, the parents, and the community.
- Encourage support and involvement with the school.
- Represent the school in activities involving other schools and professional and community groups.

Professional Growth and Development

- Ensure a professional development plan is reviewed annually with the board and collaborate with board members on the criteria for the CEO's performance evaluation.
- Engage in professional development through educational participation in conferences, organizations, and reading of professional development material.

Board Relations

- Collaborate with the board in monitoring individual and team training needs. Provide training opportunities.
- Compile board agendas and meeting materials with the board president.
- Ensure the board is informed on issues, needs, and operations of the school.
- Advise on policies presented to the board for adoption and monitor the adaptation of adopted policies.
- Employ discretion and judgment on issues not covered by board policy.
- Communicate board policy to the staff and community and ensure the policies are maintained.

- Manage all board minutes and records.
- Advise school staff on all litigation or potential litigation unless board instructs otherwise.

Supervisory Responsibilities

Maintain general supervision exercise authority over all school employees and over programs they are responsible for maintaining. Ensure fiscal, academic and school accountability to the board.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended and irregular hours.

AP of Academics / Instructional Coordinator

School: The Michigan Math and Science Academy

Supervisor: Principal

Primary Role and Purpose: Assist the Principal in instructional program administration and school level operations.

Education:

At least a bachelor's degree, master's degree preferred.

Skills:

- Working knowledge of charter operations.
- Exceptional organizational, communication and interpersonal skills.
- Capable of coordinating school's academic operations.
- Working knowledge about evaluation of curriculum, student progress.

Experience:

At least 3 years of teaching experience

Responsibilities and Duties:

Instructional Management

- Assist in planning and assessing the educational programs.
- Encourage planning of innovative education programs, assist teachers in implementing such efforts when appropriate.
- Encourage the use of technology in the instructional process.

School Atmosphere

- Encourage a constructive, thoughtful climate for learning.
- Promote fairness of students and staff from all cultural backgrounds.
- Communicate with students and staff in an effective manner.

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members.
- Help School Principal to design, manage and implement information systems to manage and track progress on school goals and academic excellence indicators.

Personnel Management

- Hold employee evaluation conferences based on records of performance evaluation.
- Assist Principal in interviewing, selecting and orienting new employees.

Administration and Fiscal/Facilities Management

- Oversee school's operations in Principal's absence.
- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments, and extracurricular activity schedules.
- Oversee student attendance records and assist the Administrative Assistant on truancy issues.
- Document needs of schools academic in order to compile yearly Annual Report with school administrators and staff.
- Manage support services including transportation, custodial and cafeteria.
- Abide by all federal and state laws that apply to charter schools, and charter policy.

Student Management

- Provide for supervision of students during non-instructional hours.
- Help students develop a positive behavior through a student discipline management system.
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline.
- Hold parent/teacher/student conferences in regard to student and school issues.

Professional

- Enrich job skills through professional development.

School and Community Responsibilities

- Convey the school's mission to the public and encourage support in accomplishing the mission.
- Illustrate understanding of school and community needs and begin activities to meet those needs.
- Demonstrate use of productive and efficient skills to raise community and parent involvement.

Supervisory Responsibilities:

- Share supervisory duties for school professional staff with school Principal.
- Oversee teachers, custodians, paraprofessionals, clerical personnel and others as assigned.

Teaching Responsibilities: 10 to 15 hours per week.**Job Related Conditions:**

- Maintain control in stressful situations.
- Travel may be required.
- Extended and irregular hours.

AP of School Culture / Dean of Students

School: Michigan Math and Science Academy

Supervisor: Principal

Primary Role and Purpose: Assist the Principal in instructional program administration and school level operations.

Education:

At least a bachelor's degree

Skills:

- Working knowledge of public/charter school operations.
- Exceptional organizational, communication and interpersonal skills.
- Capable of coordinating school's discipline related operations.
- Working knowledge about following discipline codes and student progress.

Experience:

At least 3 years of teaching and/or administrative experience in public school settings as a disciplinary person.

Responsibilities and Duties:

Instructional Management

- Assist in planning and assessing the educational programs.
- Encourage planning of innovative disciplinary approaches, assist teachers in implementing such efforts when appropriate.
- Encourage the use of technology in the instructional process.

School Atmosphere

- Encourage a constructive, thoughtful climate for learning.
- Promote fairness of students and staff from all cultural backgrounds.
- Communicate with students and staff in an effective manner.

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members.
- Help School Principal, design, manage, and implement information systems to manage and track progress on school's goals and academic excellence indicators.

Personnel Management

- Hold employee evaluation conferences based on records of performance evaluation.
- Assist the Principal in interviewing, selecting and orienting new employees.

Administration and Fiscal/Facilities Management

- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments and extracurricular activity schedules.
- Organize safety drill practices and inspections.
- Oversee student attendance records and assist the Administrative Assistant on truancy issues.
- Document needs of schools academic in order to compile yearly Annual Report with school administrators and staff.
- Manage support services including transportation, custodial and cafeteria.
- Abide by all federal and state laws that apply to charter schools and charter policy.

Student Management

- Provide for supervision of students during non-instructional hours.
- Help students develop a positive behavior through a student discipline management system.
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline.
- Hold parent/teacher/student conferences in regard to student and school issues.

Professional

- Enrich job skills through professional development.

School and Community Responsibilities

- Convey the school's mission to the public and encourage support in accomplishing the mission.
- Illustrate understanding of school and community needs and begin activities to meet those needs.
- Demonstrate use of productive and efficient skills to raise community and parent involvement.

Supervisory Responsibilities:

Share supervisory duties for school professional staff with school Principal. Oversee teachers, custodians, paraprofessionals, clerical personnel, and others as assigned.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended and irregular hours.

___Teacher(s)

School: Michigan Math and Science Academy

Supervisor: Assistant Principal and Principal

Primary Role and Purpose: Provide students with appropriate educational activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Help students develop the skills necessary to be a productive member of society.

Education:

Bachelor's Degree, with appropriate teacher certification.

Skills:

- Understanding of subjects assigned.
- Working knowledge of curriculum and instruction.
- Capable of instructing students and managing their behavior.
- Exceptional organizational, communication and interpersonal skills.

Experience:

At least student teaching experience required.

Responsibilities and Duties:

Instructional Strategies

- Design, write and use lesson plans that conform to the schools curriculum. Ensure written plans are available for review.
- Ensure lesson plans show modifications for differences in student learning styles.
- Teach instructional subjects according to guidelines established by Illinois Learning Standards, school policies and administrative regulations.
- Implement appropriate instructional and learning strategies, activities, materials and equipment to ensure comprehension of learning styles and student needs.
- Design instructional activities by using data from student learning style assessments.
- Collaborate with special education teachers on student Individual Education Plans to ensure all modifications are met.
- Collaborate with staff to determine school requirement for the instructional goals, objective and methods.
- Produce and oversee teacher aide and volunteer assignments.
- Employ technology practices to strengthen the instructional process.

Growth and Development

- Help students assess and enhance their study methods and habits.
- Produce formal and informal testing to evaluate student success.
- Coordinate and manage extracurricular duties as assigned. Sponsor outside activities approved by the school Principal.
- Serve as an example for students, support mission of school.

Classroom Management and Organization

- Prepare classroom to enhance learning and to aid in physical, social and emotional development of students.
- Control student behavior in agreement with the student handbook.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities.
- Provide input on book, equipment and material selection.

Communication

- Establish communication rapport with parents, students, Principals and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.

- Present information accurately through clear communication skills.

Professional

- Enrich job skills through professional development activities.

Other

- Keep up to date on and abide by state and school regulations and policies for classroom teachers.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meeting and assist in staff committees as necessary.

Supervisory Responsibilities:

Oversee assigned teacher aide.

Job Related Conditions:

- Maintain control in stressful situations.
- Extended hours may be required.
- Some lifting may be required.

___Instructional Technology Coordinator

School: Michigan Math and Science Academy

Supervisor: Network Administrator/ Instructional Technology Coordinator

Primary Role and Purpose: Manage the effective use of technology in the instructional environment. Ensure technical support of technology at the school.

Education:

Bachelor's degree.

Skills:

- Capable of troubleshooting and resolving computer problems.
- Understanding of computer applications.
- Awareness of technologies available for use in instructional setting.
- Capable of repairing computer and technology equipment.
- Organizational, communication and interpersonal skills.

Experience: Not necessary.

Responsibilities and Duties:

Technical Support

- Ensure technical support to school personnel for use of technical equipment.
- Ensure immediate on-site support to school staff with technology problems and questions.
- Act as liaison with school technology personnel.
- Manage computers in campus labs and classrooms and arrange for needed repairs.
- Maintain upgrades to technology equipment.
- Aid in the organization and dissemination of technology materials for instructional use.

Inventory

- Ensure school inventory of computer and lab materials are kept accurately.
- Manage technology repair parts inventory.

Other

- Gather, manage and file all hardcopy and computerized reports, records and other documents required by school, state and federal policy.
- Abide by all policies established by federal and state law that apply to school schools, Commissioner's Rules that apply to school schools, and local school policy.
- Abide by all school routines and regulations.

Supervisory Responsibilities: None

Teaching Responsibilities: 15 hours per week

Job Related Conditions:

- Travel may be required.
- Heavy lifting possible.

Project Coordinator / CYSP Coordinator

School: Michigan Math and Science Academy

Supervisor: Principal

Primary Role and Purpose: Assist school Principal in instructional program administration and school level operations. Organize student activities and services.

Education: At least a bachelor's degree in education.

Skills:

- Working knowledge of school operations.
- Exceptional organizational, communication and interpersonal skills.
- Capable of coordinating school wide activities, field trips and science fairs.

Experience: Preferably one to two years related experience.

Responsibilities and Duties:

Instructional Management

- Assist in planning and assessing the educational programs.
- Encourage planning of innovative education programs, assist teachers in implementing such efforts when appropriate.
- Encourage the use of technology in the instructional process.

School Atmosphere

- Encourage a constructive, thoughtful climate for learning.
- Promote fairness of students and staff from all cultural backgrounds.
- Communicate with students and staff in an effective manner.

School Improvement

- Assist in organization of school improvement plan with staff, parents and community members.
- Help Principal design, manage and implement information systems to manage and track progress on school goals and academic excellence indicators.

Personnel Management

- Hold employee evaluation conferences based on records of performance evaluation.
- Assist Principal in interviewing, selecting and orienting new school employees.

Administration and Fiscal/Facilities Management

- Oversee school operations in Principal's absence.
- Assist in scheduling student activities by participating in the development of class schedules, teacher assignments and extracurricular activity schedules.
- Oversee student attendance records and assist the attendance clerk on truancy issues.
- Document needs of school facilities in order to compile yearly budget with school administrators and staff.
- Requisition supplies, textbooks and equipment; verify inventory; manage records; and confirm receipts for materials.
- Aid in safety drill practices and inspections.
- Manage support services including transportation, custodial and cafeteria.
- Abide by all federal and state laws that apply to charter schools, and school policy.

Student Management

- Provide for supervision of students during non-instructional hours.
- Help students develop a positive behavior through a student discipline management system.
- Provide for uniform enforcement of school rules and oversee appropriate and reasonable student discipline.
- Hold parent/teacher/student conferences in regard to student and school issues.

Professional

- Enrich job skills through professional development.

School and Community Responsibilities

- Convey the school's mission to the public and encourage support in accomplishing the mission.
- Illustrate understanding of school and community needs and begin activities to meet those needs.
- Demonstrate use of productive and efficient skills to raise community and parent involvement.

Supervisory Responsibilities:

Share supervisory duties for school professional staff with school Principal. Oversee teachers, custodians, paraprofessionals, clerical personnel and others as assigned.

Job Related Conditions:

- Maintain control in stressful situations.
- Travel may be required.
- Extended and irregular hours.

School Nurse

School: Michigan Math and Science Academy

Supervisor: Principal

Primary Role and Purpose: Ensure complete health services program for school. Provide students with health services. Incorporate students into health education program and teach preventive health practices.

Education: R.N. degree and appropriate certification for school nurse.

Skills:

- Ability to evaluate students to identify health defects.
- Exceptional organizational, communication and interpersonal skills.
- Capable of implementing policies and procedures.

Experience: None required.

Responsibilities and Duties:

Nursing Services

- Provide medical care, minor or emergency, to students and staff according to school policy.
- Act as health mentor for students.
- Contact parents or guardian in cases of accident or illness. Obtain outside medical care in emergency cases when parents or guardian cannot be reached.
- Implement plan to ensure student medications are administered properly. Ensure plan is in compliance with school policy and procedures.
- Issue health screening for staff and students as required by Illinois Department of Health, Department of Education and school policy. Make referrals as necessary.
- Plan and implement an ongoing evaluation of school health program and make adaptations based on the results.

Instruction

- Assist in drafting of school health education curriculum and teach health education to individuals and groups.
- Ensure individual students receive health counseling and instruction.

Consultation

- Work as health partner between school, physicians, parents and community.
- Assess and refer student problems with the assistance of students, teachers, parents and medical and health care professionals as needed.
- Assist with Admission, Review, and Dismissal Committee, crisis team and school committees.
- Assess and report cases of suspected child abuse.
- Initiate home health care for students with health problems with permission of the school administration.
- Keep ongoing communication with Principal and health services coordinator on issues of health services.

Administration

- Manage and assess immunization records.
- Ensure correct program administration by following program school procedures.
- Oversee nurse aides and ensure training of clinic policies according to school regulations.
- Gather, manage and file all reports and other documents required, including clinic records and accurate, updated health records on all students.
- Maintain clinic inventory as needed by requisition of supplies and equipment.
- Abide by policies established by federal and state laws that apply to charter schools, Illinois Department of Health rule that apply to charter schools, and local charter policy in health services area.
- Inform Principal of potential health and safety hazards.

- Abide by all school routines and regulations.

Professional Development

- Keep current on CPR, vision and hearing screening and health screening certification.
- Provide role model behavior that is professional, ethical and responsible.

Supervisory Responsibilities:

- Direct the work of assigned nurse aides.

Job Related Conditions:

- Maintain control in stressful situations.
- Possible exposure to bacteria and communicable diseases.

Counselor

School: Michigan Math and Science Academy

Supervisor: Assistant Principal

Primary Role and Purpose: Develop, implement, and assess a comprehensive guidance program for the school including counseling services. Promote a guidance program that shows students how their personal growth and development can be maximized.

Education: Bachelor's degree in psychology, counseling, or social work, M.S.W. or similar certification in counseling preferred.

Skills:

- Working knowledge of counseling procedures, student appraisal and career development.
- Superior organizational, communication and interpersonal skills.
- Capable of instructing students and managing their behavior.

Experience: At least two years of counseling experience in an educational setting.

Responsibilities and Duties:

Guidance

- Communicate the guidance program to students and parents.
- Assist teachers to include guidance program with school curriculum.
- Administer education programs and career awareness to individuals and student groups on an ongoing basis.
- Ensure individual and small group counseling needs are met.

Consultation

- Confer with individuals associated with students to enhance their work with students.
- Collaborate with school personnel and community residents to obtain resources for students.
- Ensure special programs and services are utilized by students with an efficient referral process.

Evaluation

- Assist in devising and assessing a school standardized testing program.
- Evaluate test and assessment results effectively.

Program Management

- Develop a comprehensive guidance/counseling program that meets the identified needs of the student.
- Plan and implement an ongoing assessment of the guidance program and make adaptations based on the results.
- Gather, manage and file all required hardcopy and computerized reports, records and other documents.

Administration

- Abide by policies established by federal and state law that apply to charter schools, Commission's Rules that apply to charter schools, and charter policy in guidance and counseling area.
- Abide by all charter routines and regulations.
- Ensure a positive and constructive relationship with supervisors.
- Communicate with colleagues, students and parents in an effective manner.

Professional

- Provide role model behavior that is professional, ethical and responsible.
- Partake in professional development to enhance skills related to job assignment.

Supervisory Responsibilities:

Oversee assigned counseling aides and clerical employees.

Job Related Conditions:

- Maintain control in stressful situations.

Custodian

School: Michigan Math and Science Academy

Supervisor: Assistant Principal

Primary Role and Purpose: Work general maintenance and repair of school facilities, including but not limited to, mechanical, electrical, and sanitary systems. Assist with grounds maintenance.

Education: High school diploma or GED.

Skills:

- Capable of following verbal and written instructions.
- Working knowledge of basic construction and routine maintenance and repair procedures.
- Effective verbal communication skills.
- Capable of operating hand and power tools.
- Capable of independent work.

Experience:

At least one year of related experience.

Responsibilities and Duties:

Maintenance

- Help, under supervision of skilled worker, with general facility maintenance and repair, including repairing woodwork: replacing electrical switches, fixtures, and motors; painting, repairing, and replacing plumbing fixtures and drainage systems; and replacing broken glass.
- Examine facility exterior and interior, playground equipment and grounds; perform maintenance and minor repairs.
- Advise supervisor on all detected major facility repairs, including lockers, furniture and equipment.
- Conduct all repairs as assigned by work order or foreman.
- Assist with ground maintenance including moving and detailing.
- Assist with moving of furnishings, such as desks, tables, chairs, file cabinets, etc.
- Move, install, assemble and repair all school furniture and playground equipment when requested.
- Hang pictures, mirrors, blackboards, bulletin boards, projection screens, towel dispensers, soap dispensers and other items as requested.
- Install door and window assemblies and hardware, including window glass and screens.
- Install ceiling and flooring materials.

Driving

- Transport school equipment and furniture with light truck operation.

Safety

- Use equipment and tools following school safety guidelines.
- Follow school safety guidelines and techniques to accomplish job duties, including lifting.
- Make work area free of unsafe conditions and inform supervisor of problems that cannot be immediately corrected.
- Keep tools and equipment in optimum working order through required preventative maintenance.

Supervisory Responsibilities: None

Job Related Conditions:

- Continual exposure to outside conditions.

Food Service Worker/Cafeteria Staff

School: Michigan Math and Science Academy

Supervisor: Assistant Principal

Primary Role and Purpose: Assist in and serve correct quantities of food to meet menu guidelines. Hold high standards of quality in food production, sanitation and safety practices.

Education:

None

Skills:

- Capable of understanding food preparation and safety instructions.
- Knowledge of kitchen equipment and food production procedures.
- Capable of operating large and small kitchen equipment and tools.
- Capable of performing basic arithmetic operations.

Experience:

None required.

Responsibilities and Duties:

Food Preparation and Serving

- Using preset menu of tested, uniform recipes, prepare quality meals.
- Serve food according to meal schedules, school policies and procedures.
- Ensure portion control and leftover efficiency.
- Oversee food item and supply storage and handling. Keep storage area clean and orderly.

Safety and Sanitation

- Follow safety guidelines when operating tools and equipment.
- Ensure high standards of cleanliness, health and safety as established by school guidelines.
- Provide clean and orderly garbage collection containers.
- Rectify unsafe conditions in work area and inform supervisor of any condition that is not rectifiable immediately.
- Maintain proper personal appearance and cleanliness.

Other

- Ensure cashier functions area accurately maintained and recorded.
- Assist in requisitioning food and supply orders.
- Manage record of daily food preparation.
- Encourage teamwork and interaction with all school members.

Supervisory Responsibilities: None.

Secretary

School: Michigan Math and Science Academy

Supervisor: Assigned Administrator

Primary Role and Purpose:

Provide assistance of clerical and receptionist duties to ensure the efficient operation of the central administration office with direct supervision.

Education: High school diploma or GED.

Skills:

- Exceptional keyboarding skills.
- Strong organization, communication and interpersonal skills.
- Able to follow written instructions.
- Able to operate multi-line phone system.

Experience:

None required.

Responsibilities and Duties:

Reception and Phones

- Receive and route incoming calls, take accurate messages and direct to appropriate staff.
- Greet and guide visitors to central administration office.
- Aid public, staff and students as needed.
- Manage visitor record book and issue visitor passes.

Other

- Draft mailings and labels using personal computer.
- Manage computerized files using personal computer including reports, staff roster and mailing list.
- Sort and disperse mail, messages and other documents.
- Assist with compiling materials for mailing, including making labels, preparing envelopes, etc.
- Render clerical assistance when necessary.
- Ensure confidentiality.

Supervisory Responsibilities: None

Job Related Conditions:

- Maintain control in stressful situations.
- Manage time with frequent interruptions.

Staff for Exceptional Learners

The Number of special education teachers, bilingual education teachers (for ELL), and any other specialized teachers (e.g., speech pathologist, etc) for exceptional learners will be determined by the student profile, or the number of individuals with exceptional needs.

Special Education Coordinator

School: Michigan Math and Science Academy

Supervisor: Principal

Primary Role and Purpose: Provide special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth.

Develop student ability level instructional materials through modified curriculum and prepared lesson plans. Conduct work in self-contained, team, departmental or itinerant capacity as necessary.

Education: Valid Illinois teaching certificate with required special education endorsements for assignments.

Skills:

- Complete knowledge of special needs of students in assigned area.
- Compete knowledge of Admission, Review, and Dismissal (ARD) Committee process and Individual Education Plan (IEP) goal setting process and implementation.
- Working knowledge of curriculum and instruction.

Experience: At least two years of experience in the educational field.

Responsibilities and Duties:

Instructional Strategies

- Long and short-term planning addressing individual needs of students;
- Evaluate students' progress;
- Establish and maintain classroom management procedures;
- Report to the Principal;
- Prepare written reports accurately and submit in a timely manner;
- Effectively communicate with teachers, parents, and administrators to facilitate the IEP process;
- Effective consultation with parents, students, teachers, and administration;
- Effective professional liaison between school and home when necessary;
- Representing MSA at Chicago Public School special education meetings,
- Remain current on rules set forth in special education law and regulations;
- Maintain privacy of student records and information.
- Work in conjunction with students, parents and other members of staff to develop IEPs through the Special Education Committee process for each student assigned.
- Design, write and use instructional, therapeutic or skill development program for assigned students and ensure written plan is available for review.
- Ensure comprehension of learning styles and student needs are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment.
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in regular class when appropriate.

- Participate in Special Education Committee meetings on an ongoing basis.
- Design instructional activities by using data from students learning styles assessment.
- Ensure IEP guidelines are met when presenting subject matter.
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned.
- Produce and oversee the teacher aide and volunteer assignments.
- Employ technology practices to strengthen the instructional process.

Growth and Development

- Produce formal and informal testing to evaluate student success.
- Oversee or ensure personal care, medical care and feedings of students as stated in IEP.
- Manage and care for all extracurricular duties as assigned. Sponsor outside activities approved by school Principal.
- Serve as an example for students; support mission of school.

Classroom Management

- Prepare classroom to enhance learning and aid in the physical, social and emotional development of the students.
- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEP.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEP.
- Collaborate with school and outside resource people regarding education, social, medical and personal needs of student.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities.
- Provide input on books, equipment and material selection.

Communication

- Ensure good communication rapport with parents, students, Principals and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.

Other

- Enrich job skills through professional development activities.
- Keep up to date and abide by federal, state and school policies for special education teachers.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meetings and assist in staff committees as required.

Supervisory Responsibilities:

Oversee assigned teacher aide.

Teaching Responsibilities: 10 to 15 hours per week.

Job Related Conditions:

- Maintain control in stressful situations.
- Some lifting may be required.
- May be required to restrain students to control behavior.

Special Education Teacher

School: Michigan Math and Science Academy

Supervisor: Special Education Coordinator and Principal

Salary: \$35,000 to

\$50,000*****

Primary Role and Purpose: Provide special education students with appropriate learning activities and experiences that will enable them to fulfill their potential for intellectual, emotional, physical and social growth. Develop student ability level instructional materials through modified curriculum and prepared lesson plans. Conduct work in self-contained, team, departmental or itinerant capacity as necessary.

Education:

Valid Illinois teaching certificate with required special education endorsements for assignments.

Skills:

- Complete knowledge of special needs of students in assigned area.
- Compete knowledge of Admission, Review, and Dismissal (ARD) Committee process and Individual Education Plan (IEP) goal setting process and implementation.
- Working knowledge of curriculum and instruction.

Experience:

At least one year of teaching experience.

Responsibilities and Duties:

Instructional Strategies

- Work in conjunction with students, parents and other members of staff to develop IEPs through the ARD Committee process for each student assigned.
- Design, write and use instructional, therapeutic or skill development program for assigned students and ensure written plan is available for review.
- Ensure comprehension of learning styles and student needs are met through creation and implementation of appropriate instructional and learning strategies, activities, materials and equipment.
- Collaborate with classroom teacher on student IEP to ensure all modifications are met and help special education students in regular class when appropriate.
- Participate in ARD Committee meetings on an ongoing basis.
- Design instructional activities by using data from students learning styles assessment.
- Ensure IEP guidelines are met when presenting subject matter.
- Use an assortment of media and techniques to meet the needs and capabilities of each student assigned.
- Produce and oversee the teacher aide and volunteer assignments.
- Employ technology practices to strengthen the instructional process.

Growth and Development

- Produce formal and informal testing to evaluate student success.
- Oversee or ensure personal care, medical care and feedings of students as stated in IEP.
- Manage and care for all extracurricular duties as assigned. Sponsor outside activities approved by school Principal.
- Serve as an example for students; support mission of school.

Classroom Management

- Prepare classroom to enhance learning and aid in the physical, social and emotional development of the students.
- Control student behavior and implement discipline plan. This includes handling crisis situations and physically restraining students as necessary according to IEP.
- Collaborate with the classroom teachers regarding student behavior management programs according to IEP.

- Collaborate with school and outside resource people regarding education, social, medical and personal needs of student.
- Ensure necessary and reasonable measures are taken to protect students, equipment, materials and facilities.
- Provide input on books, equipment and material selection.

Communication

- Ensure good communication rapport with parents, students, Principals and teachers through conferences.
- Create and maintain a professional relationship with colleagues, students, parents and community members.
- Present information accurately through clear communication skills.

Other

- Enrich job skills through professional development activities.
- Keep up to date and abide by federal, state and school policies for special education teachers.
- Gather, manage and file all reports, records and other documents required.
- Be active in faculty meetings and assist in staff committees as required.

Supervisory Responsibilities:

Oversee assigned teacher aide.

Job Related Conditions:

- Maintain control in stressful situations.
- Some lifting may be required.
- May be required to restrain students to control behavior.

Bilingual Education Coordinator

School: Michigan Math and Science Academy

Supervisor: Assistant Principal of Academics

Primary Role and Purpose: Oversee the school program for bilingual students. Provide educational opportunities to bilingual students through communication with school staff and outside personnel.

Education:

Valid Michigan teaching certificate with endorsement in bilingual education.

Skills:

- Capable of organizing and coordinating school-wide programs.
- Skill at interpreting data.
- Understanding of curriculum and instruction.
- Understanding of strategies and materials for the education of bilingual students.
- Exceptional organizational, communication and interpersonal skills.
- Effective communication skills with bilingual parents and students.

Experience:

One to two years of related experience preferred.

Responsibilities and Duties:

Program Management

- Construct procedures and implement the process to recognize bilingual students at all grade levels, including review of student information and testing of students.
- Adapt bilingual curriculum as needed.
- Ensure bilingual students have appropriate curriculum modifications, acceleration, etc., of course work through collaboration with teachers.
- Design and provide for professional staff training sessions on various instructional methods, classroom settings, and identifying methods for bilingual students.
- Design and implement an ongoing assessment of the bilingual program and make adaptations based on the results.

Consultation

- Ensure aide staff has appropriate resources and materials to accomplish program goals.
- Confer with individuals associated with bilingual students in regards to program goals.
- Oversee parent meetings, including parent advisory committee meetings.

Finance and Inventory

Manage the bilingual budget and see that programs are efficient and that bilingual funds are managed appropriately.

- Assess program needs to calculate budget and cost estimates.
- Assist in grant-writing activities to secure program funding.
- Participate in acquiring supplemental equipment and supplies for the program.

Documentation and Law

- Gather, manage and file all hardcopy and computerized reports, records and other documents required.
- Abide by all policies established by federal and state law that apply to charter schools, Commissioner's Rules that apply to charter schools, and the local charter policy.

Supervisory Responsibilities: None

Job Related Conditions:

- Maintain control in stressful situations.
- Extended hours may be required.

- Some travel may be required.

RTT (*RTI, Title I, Testing*) Coordinator

School: Michigan Math and Science Academy

Supervisor: Principal

Primary Role and Purpose: The RTT Coordinator serves to ensure compliance and success with all RTI, Title I, and Testing programs including both state and district tests, within the school. To accomplish these tasks the RTT Coordinator must work closely with the staff and administration of the school.

Education:

Bachelor's degree required (Master's degree preferred) or a proven success record.

Skills:

- Working knowledge of charter operations
- Exceptional organizational and interpersonal skills
- Advanced proficiency in Microsoft Excel
- Communicates effectively with students, staff, and community
- Advanced level understanding of PBIS, RTI, and all Learning Standards (Common Core/NGSS/State Standards)
- Demonstrates sensitivity to teachers' individual differences and cultural backgrounds
- Respects confidentiality

Experience:

Minimum 3 years of teaching experience .

Responsibilities and Duties:

Oversee the RTI process

- Determination of the tiers (Tier I, II, III)
- Attending to grade chair meetings
- Helps teachers develop and implement classroom-based, developmentally appropriate interventions for individual children and groups of children to enhance their acquisition of social/emotional and cognitive skills
- Oversees data collection and progress monitoring at every tier
- Supports teachers in documenting children's progress.
- Uses instructional and behavioral support tools (Planning forms, functional behavior assessment and behavior management plans) effectively.
- Works with the Principal of Special Education, Building Administrators, School Psychologists, Principal of Curriculum and Assessment, and Transition Coordinator to facilitate eligibility for special education.

Oversee the Title I services

- Coordinates the formulating and writing of Title I programs
 - Coordinates the efforts to assure successful implementations of the approved programs
 - Performs the needed administrative tasks for effective implementation of the Title I programs.
 - Maintains in the Title I schools, a program of regular visitation for assurance of compliance with the guidelines
-
- Identifies and submits purchase orders for materials, teaching supplies, and equipment needed for use in the programs
 - Creates schedules for teachers and students
 - Oversees data collection and progress monitoring

Oversee the Assessment

- Proctor a variety of tests, including but not limited to:
 - PARCC/Smarter Balanced/State testing
 - NWEA MAP testing
 - District Assessments
 - End of Course (EOC) Assessments
 - AP Exams
 - ACT/SAT
- Implement all policies and procedures for the statewide assessment as directed by the Test Coordinator's Manual, the Test Administration Manual, the High Stakes Testing Policy, and State or District Bulletins
- Maintain confidentiality and security of all testing materials, test logs, and other test documents
- Inventory and order exams on an ongoing basis
- Return testing materials to the appropriate instructors or agencies as required
- Develop testing schedules that fit the needs of staff, faculty, students, school calendar, and outside agencies
 - Train building level staff in test security and administration; assure implementation of security and administration procedures
 - Assure that appropriate testing environments are maintained
 - Enter placement scores into appropriate software/ student records
 - Check the student's information and code the records for state reports
 - Manage confidential distribution of testing materials and passwords
 - Prepare documentation of cheating or dishonesty to assist in student discipline process
 - Maintain backup records for tests
 - Design and distribute flyers, handouts, mailings to parents, and door signs regarding testing
 - Adhere to all state policy regarding the reporting of security breaches and/or infractions
 - Assure the security of all secure testing documents
 - Assure the accurate completion of all testing documents
 - Assure that students with disabilities receive appropriate testing accommodations
 - Maintain school level records and documents for all statewide testing

Ensure that testing equipment functions properly and is secure (testing materials, faculty instructions, headphones, computer programs, etc. are on hand and working)

- Attends local staff meetings of administrative and supervisory personnel and attends area, state, and national professional meetings upon approval
- Perform other duties as assigned by the Principal.

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. Criteria that the Grand Valley State University Charter Schools Office will use in its evaluation shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in this evaluation shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

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

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

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


Date: 6/10/23



Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the MMSA Board of Directors at a properly noticed open meeting held on the 10th day of June, 2023, at which a quorum was present.



Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA



ADMISSION AND LOTTERY STANDARDS

The Admissions Policy of Michigan Math and Science Academy, MMSA, is developed based on the language of the state law, which refers to a charter school as a "public school academy" hence the following statutory provisions apply:

For a public school academy authorized by a state public university, enrollment shall be open to all pupils who reside in this state who meet the admission policy. If there are more applications to enroll in the public school academy than there are spaces available, pupils shall be selected to attend using a random selection process. However, a public school academy may give enrollment priority to a sibling of a pupil enrolled in the public school academy. A public school academy shall allow any student who was enrolled in the public school academy in the immediately preceding school year to enroll in the public school academy in the appropriate grade...." [Michigan Revised School Code, 1976 PA451, MCL 380.504(3)]

EQUAL EDUCATIONAL OPPORTUNITY

MMSA does not charge tuition and does 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 handicapped person, or any other basis not permitted by Michigan's public schools. Diagnostic tests may be required to determine the proper placement in a subject. Such diagnostic tests are done to determine academic background of our students in a particular subject.

OPEN ENROLLMENT PERIOD

Spaces in each grade for the following school year will not be officially assigned until a particular deadline set up and publicized by the board of directors of MMSA each year at which time Open Enrollment closes.

ADMISSION PRIORITY

To identify which applicants may be admitted for the following school year, an Admissions Meeting will be held at the school shortly after the close of open enrollment at a publicized date and time to be announced via the School calendar. At that time, other applicants, if necessary, may be placed on a prioritized wait list



If more students apply than we can accommodate, there will be a random selection from new applicants. Once a student is accepted, all applicants from the same family will also be admitted by grade based on the results of a random selection process.

Priority Groups

The order of priority in which spaces for each grade will be filled is as follows:

1. Students enrolled for the current school years who re-enroll on or before the application deadline set up by the board of directors each year. (Re-enrollment by the deadline applies to all students who enrolled for the current school years)
2. Students enrolled pursuant to a matriculation agreement.
3. Siblings of students currently enrolled, if the sibling applies on or before the application deadline.
4. Siblings of newly enrolled students. When, at the close of open enrollment, one sibling is accepted into a grade that is not oversubscribed, or is accepted by lottery, any of their siblings are immediately accepted.
5. New students that enroll on or before the close of open enrollment who do not have a sibling that was accepted, subject to space availability, which may be determined by random selection process.
6. Any applicant that applies after the application deadline. Such students would be accepted in wait list order only if space is available

Priority Group 1 - Current Students: If a student is enrolled at MMSA for the current school year, that student shall be allowed to enroll for the next school year if a Re-enrollment Application Form is completed and returned on or before the re-enrollment deadline.

Priority Group 2 – Matriculation Agreement: If the Academy signs a matriculation agreement with another Michigan Public School, students of that particular school will be allowed to enroll for the next school year.

Priority Group 3 - Brothers/Sisters of Current Students: If a student is currently enrolled and has one or more siblings that wish to attend MMSA for next school year, the currently-enrolled student's siblings will be given enrollment priority if an Enrollment Application Form for each sibling is completed and returned on or before the last application deadline.

Priority Group 4 - Brothers/Sisters of Newly-enrolled Students: MMSA strives to allow brothers and sisters to attend the same school and tries to give all preference allowed by law to accomplish this during the Open Enrollment and, if necessary, the random selection process. However, if a family has two or more children that apply to MMSA, when one child is validly accepted and enrolled at the Admissions Meeting, all of that child's siblings who have applied are accepted and may enroll as long as space is available in that grade. If space is not available, they advance to the sibling wait list. This preference is not available after the Admissions Meeting has been held and Open Enrollment is closed.



Priority Group 5 - New Applicants: If the number of applicants for a grade is less than or equal to the number of spaces available for that grade, all new applicants for that grade are accepted and are enrolled at the Admissions Meeting. If there are more applicants than spaces available, a random selection process will be used. Applicant families are encouraged to attend the Admissions Meeting, but are not required to attend or have representation.

Priority Group 6 -Applicants: After the Close of Open Enrollment. For grades that are not oversubscribed at the end of Open Enrollment, applicants will be accepted on a first-come, first-served basis until the grade is full, at which time further applicants are placed on a wait list. The wait list will be kept by grades.

The Wait List has two parts:

- Sibling Wait List
- General Wait List

For the purposes of enrollment priority, a parent's children, step-children, adopted children, and foster children are all considered to be each other's siblings. The sibling wait list is given priority over the general wait list.

RANDOM SELECTION PROCESS (LOTTERY)

For each grade that has more applicants than spaces available at the close of Open Enrollment a random selection process will be performed to create a preference order for the applicants in Priority Group 4. Each applicant selected by lottery has a numerical "lottery priority" ahead of each student subsequently selected by Lottery for that particular grade. If there are lotteries for multiple grades, the lotteries will be performed from the lowest grade to the highest grade.

After the lottery has been held for each grade that needed to hold one and siblings are accepted based on the policies above the remaining applicants are placed on a wait list in the order they were selected by lottery.

SELECTION FROM WAIT LIST

If a space in a grade with a wait list becomes available for any reason, the space will be offered to the next available applicant on that grade's sibling wait list. If there are no remaining applicants on a grade's sibling wait list, an available space will be offered to the next available applicant on that grade's general wait list.



ADMISSION IS CONDITIONAL

Applicants are required to fully complete all required enrollment materials and provide all necessary information. This includes, but is not limited to, the enrollment application form, emergency contact card, copy of birth certificate, and immunization information. Making an omission of a material fact or a false statement in enrollment application materials may be sufficient cause for denying an applicant consideration for enrollment before or after enrollment.

COMPLIANCE WITH CODE OF CONDUCT

All students and prospective students must abide by the MMSA Discipline Policy and are subject to disciplinary action for violations thereof, up to and including expulsion. In other words, a prospective student is subject to the all school policies, practices and procedures (and consequences for violations), even before their first day of class.

MMSA also accepts students in an approved foreign exchange program based on the state law.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Michigan Math and Science Academy 2023-2024 ACADEMIC CALENDAR

17-18: New Teacher Induction
21-31: Teacher Institute

Aug-23						
S	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Instructional Days: 0

Sep-23						
S	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Instructional Days: 19

1-4: Labor Day Weekend- school closed
5: First Day for Students

19: Parent Teacher Conferences (Early Dismissal)
20: Professional Development (No School)

Oct-23						
S	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Instructional Days: 21

Nov-23						
S	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Instructional Days: 19

10: First Quarter Ends (48 days)
22-24: Thanksgiving Break - No School

14: Parent Teacher Conferences (Early Dismissal)
15: Professional Development (No School)
25-2: Winter Break

Dec-23						
S	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Instructional Days: 15

Jan-24						
S	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Instructional Days: 19

15: Martin Luther King Day - No School
26: Second Quarter/First Semester Ends (43 days)
29: Professional Development (No School)

19-20: Mid-Winter Break - No School

Feb-24						
S	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

Instructional Days: 19

Mar-24						
S	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Instructional Days: 15

14: Parent Teacher Conferences (Early Dismissal)
15: Professional Development (No School)
25-29: Spring Break (No School)

10: Eid Al Fitr (No School)
12: Third Quarter Ends (45 days)

Apr-24						
S	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Instructional Days: 21

May-24						
S	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Instructional Days: 22

27: Memorial Day - (No School)

14: Fourth Quarter Ends (44 days)

Jun-24						
S	M	Tu	W	Th	F	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15

Instructional Days: 10

Color Code:

- Teacher Institute/Professional Dev. Days - No School
- Special Days - No School
- Parent/Teacher Conference
- End of Quarter
- School Days
- Professional Development (Early Dismissal)

Daily Bell Schedule							
Breakfast service @7:45 to 8:00							
K-2		3-5		6-8		9-12	
8:05 - 8:48	P1	8:05 - 8:48	P1	8:05 - 8:48	P1	8:05 - 8:48	P1
8:51 - 9:34	P2	8:51 - 9:34	P2	8:51 - 9:34	P2	8:51 - 9:34	P2
9:37 - 10:20	P3	9:37 - 10:20	P3	9:37 - 10:20	P3	9:37 - 10:20	P3
10:23 - 10:52	Lunch	10:23 - 11:06	P4	10:23 - 11:06	P4	10:23 - 11:06	P4
10:55 - 11:15	REC/ENR	11:09 - 11:38	Lunch	11:09 - 11:52	P5	11:09 - 11:52	P5
11:18 - 12:01	P4	11:41 - 12:01	REC/ENR	11:55 - 12:24	Lunch	11:55 - 12:38	P6
12:04 - 12:47	P5	12:04 - 12:47	P5	12:27 - 12:47	ENR	12:41 - 1:10	Lunch
12:50 - 1:33	P6	12:50 - 1:33	P6	12:50 - 1:33	P6	1:13 - 1:33	ENR
1:36 - 2:19	P7	1:36 - 2:19	P7	1:36 - 2:19	P7	1:36 - 2:19	P7
2:22 - 3:05	P8	2:22 - 3:05	P8	2:22 - 3:05	P8	2:22 - 3:05	P8
3:10 - 3:45	Clubs/Tutoring/Meetings						

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED



Section 7-7:

Michigan Mathematics and Science Academy Dequindre: 27300 Dequindre Road, Warren, MI 48902 operates grades K-12 to age appropriate students.

Michigan Mathematics and Science Academy Lorraine: 28501 Lorraine Avenue, Warren, MI 48903 will operate grades K-8 to age appropriate students once it is at full capacity. For Fall 23-24, K-6 will be offered.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



Michigan Mathematics and Science Academy Lorraine is located at 28501 Lorraine Ave. Warren, MI 48093. The building is on one floor with 20 classrooms, 1 gym, 1 cafeteria, 1 computer lab, and 1 science lab. There is an outdoor recess area and a playground located on the east side of the lot.

Michigan Mathematics and Science Academy Dequindre is located at 27300 Dequindre Rd Warren, MI 48092. The building is on one floor with 49 classrooms, 1 gym, 1 cafeteria also used as a multi-purpose room, 2 computer labs, 2 art rooms, 2 science labs, and 1 band room. There is an indoor recess area and a playground located on the southeast side of the building.

WARRANTY DEED

File No.:NCS-1044326-MICH (pc)

Drafted by:

Scott Woodrey, Red Apple at Warren, LLC, 800 Corporate Drive, Ste. 124, Fort Lauderdale, FL 33334

When recorded return to:

Michigan Mathematics and Science Initiative, 8155 Ritter Street, Center Line, MI 48015

THE GRANTOR, Red Apple at Warren, LLC, a Florida limited liability company

whose address is: 800 Corporate Drive, Ste. 124, Fort Lauderdale, FL 33334

conveys and Warrants to Michigan Mathematics and Science Initiative, a Michigan non-profit corporation

whose address is: 8155 Ritter Street, Center Line, MI 48015

the following described premises situated in the City of Warren, County of Macomb, and State of Michigan, and particularly described as follows:

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

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

Tax Parcel No. 13-18-302-011

Commonly known as: 27300 Dequindre, Warren, MI

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of eight million Dollars (\$8,000,000.00)

The Grantor grants to the Grantee the right to make all legal divisions under section 108 of the land division act, Act 288 of the Public Act of 1967.

EXHIBIT "A"

1. Taxes and assessments for the year 2021, which are not yet due and payable.
2. Right-of-Way granted to Consumers Power Company disclosed by instrument recorded in Liber 1204, Page 4, Macomb County Records.
3. Easement for gas mains to Consumers Power Company as set forth in right of way recorded in Liber 1998, Page 707.
4. Easement Agreement between Universal Warren Company and the City of Warren for Sanitary Sewer Lines as more fully set forth in instrument recorded March 24, 1970 in Liber 2098, Page 671.
5. Agreement and Grand of Easement between Universal Warren Company and the City of Warren for water main construction as more fully set forth in instrument recorded on March 28, 1973 in Liber 2380, Page 886.
6. Right of Way granted to Detroit Edison Company for underground transmission of electricity as more fully set forth in instrument recorded on May 28, 1974 in Liber 2501, Page 495.
7. The terms, provisions and easement(s) contained in the document entitled "Underground Right of Way Agreement" recorded October 26, 1989 as Liber 4752, Page 134 of Official Records.
8. Restrictions created by Covenant Deed dated December 13, 2012, recorded February 7, 2013, in Liber 21898, Page 921.
9. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
10. A Mortgage to secure an original principal indebtedness of \$10,940,000, and any other amounts or obligations secured thereby, recorded _____, 2021 as _____ of Official Records.
Dated: _____, 2021
Mortgagor: Michigan Mathematics and Science Initiative, a Michigan public school academy doing business as Michigan Mathematics and Science Academy
Mortgagee: BOK Financial, N.A.

Warranty Deed

Drafted By: Jeff C. Stewart, Esq. 222 Truman Way Downingtown, PA 19335	Return To: Michigan Mathematics and Science Initiative 27300 Dequindre Rd. Warren, MI 48092	Send Tax Bills to: Michigan Mathematics and Science Initiative 27300 Dequindre Rd. Warren, MI 48092
Recording Fee: \$30.00 File Number:	State Transfer Tax: Exempt pursuant to MCL §380.503(9) County Transfer Tax: Exempt pursuant to MCL §380.503(9)	Tax Parcel No.: 13-15-131-08

Know All Persons By These Presents: That 28501 Lorraine LLC, a Michigan limited liability company, whose address is 2250 East Devon Avenue, Des Plaines, IL 60018,

Warrants and Conveys to Michigan Mathematics and Science Initiative, a Michigan public school academy doing business as Michigan Mathematics and Science Academy, whose address is 27300 Dequindre Road, Warren, Michigan 48092,

The following described premises situated in the City of Warren, County of Macomb, State of Michigan, to wit:

Part of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Town 1 North, Range 12 East, described as follows: Commencing at the North $\frac{1}{4}$ corner of Section 15; thence South 732.0 feet to the point of beginning; thence South 600.0 feet; thence North 88 degrees 12 minutes West 850.0 feet; thence North 600.0 feet; thence South 88 degrees 12 minutes East 850 feet to the point of beginning.

Commonly known as: 28501 Lorraine Avenue; Warren, Michigan 48093
For the full consideration of: \$1,890,662.50

Subject to: Existing building and use restrictions, easements of record, and zoning ordinances, if any.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise pertaining, and the reversion of reversion, remainder or remainders, rents, issues and profits thereof, and all estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in Law or in Equity, of, in, and to the above bargained premises, with the said hereditaments and appurtenances; to have and hold the premises as before described, with the appurtenances, unto the Grantee, its heirs and assigns, forever.

And the Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its heirs and assigns, that the Grantor has not done, committed, or wittingly or willingly

suffered to be done or committed any act, matter, or thing whatsoever, where the premises hereby granted, or any part thereof, is or shall or may be charged or encumbered in title, estate, otherwise.

Dated this September 29, 2017

Grantor:

28501 Lorraine LLC, a Michigan limited liability company

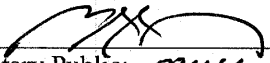
By: New Plan Learning, Inc., an Ohio nonprofit corporation, its sole member

By: 
Murat Arabaci, President

State of Illinois)

County of COOK)

The foregoing instrument was acknowledged before me this 29th day of September, 2017, by Murat Arabaci, the President of New Plan Learning, Inc., as the sole member of 28501 Lorraine LLC, a Michigan limited liability company.


Notary Public: Mustafa Sari
Notary County / State: State of Illinois
County Acting In: Du Page
Commission Expires: Dec 21, 2019



CERTIFICATE OF USE AND OCCUPANCY

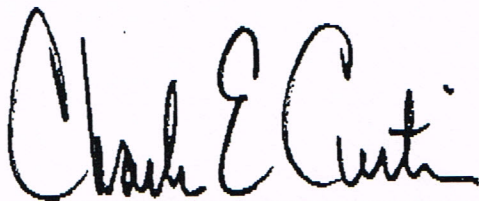
PERMANENT

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

Building Permit No. B034442
Success Mile Academy
27300 Dequindre Road
Warren, Michigan
Macomb County

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

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



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

October 28, 2013

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG17-00385

28501 LORRAINE AVE

Warren, MI 48093

COUNTY: Macomb

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

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

Print Date: 09/05/2017