TERMS AND CONDITIONS
OF CONTRACT

DATED: JULY 1, 2020

ISSUED BY

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

TO

MICHIGAN PREPARATORY VIRTUAL SCHOOL
(A SCHOOL OF EXCELLENCE)

CONFIRMING THE STATUS OF

MICHIGAN PREPARATORY VIRTUAL SCHOOL

AS A

SCHOOL OF EXCELLENCE

THAT IS A CYBER SCHOOL

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Contract to Charter A School Of Excellence

Pursuant to Part 6e of the Revised School Code ("Code"), being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees ("University Board") authorizes Michigan Preparatory Virtual School (the "Academy") to operate a School of Excellence, as defined below. 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 School of Excellence.

d) **Applicant** means the person or entity that submitted the School of Excellence application to the University for the establishment of the Academy.

e) **Application** means the School of Excellence application and other documentation submitted to the University for the establishment of a School of Excellence.

f) **Authorizing Resolution** means the resolution(s) adopted by the University Board that, among other things, approves the issuing of a Contract to the Academy to operate a School of Excellence.

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 380.1852 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 definition set forth in the Code, the Terms and Conditions and the Schedules.

l) **Cyber School** means a cyber school as defined in Part 6e of the Code.

m) **Educational Service Provider or "ESP"** means an educational management organization as defined under section 553c of the Code, MCL 380.553c, 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.

n) **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.

o) **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.

p) **Management Agreement or ESP Agreement** means an agreement as defined under section 553c of the Code, MCL 380.553c, that has been entered into between an ESP and the Academy Board for the 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.

q) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Board may amend the MCRR each fiscal year or at such 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.

r) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of Academy Board members, qualification of Board Academy members and other pertinent provisions related to the Academy Board.

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

t) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.

u) **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.

v) **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.

w) **Superintendent** means the Michigan Superintendent of Public Instruction.

x) **Terms and Conditions** means this document.

y) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.841 *et seq.*

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

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

bb) **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 School of Excellence applicants and Schools of Excellence 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.

cc) **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.

dd) **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 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 Restated 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 552.

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. 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 and MCRR incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

a) 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.

b) 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.

c) 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.

d) 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.

e) 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.

f) 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.

g) 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.

h) 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.

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 the 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 to issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may

elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

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 Restated 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 Revised 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. To the extent applicable, the pupil performance of the Academy shall be assessed using both the mathematics and reading portions of the approved Michigan state assessment. 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, 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 of 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 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 a seventh through twelfth (7-12) grades School of Excellence. In addition to grade levels currently operated, the Academy shall work toward operating all of grades 9 to 12 within six (6) years after issuance of this Contract, unless the Academy has entered into a matriculation agreement with another public school that provides grades 9 to 12. The Academy may add additional 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 the Schedules. For purposes of this Contract, the Academy shall be in violation of the site requirements set forth in this Contract if the Academy operates at a site or sites without first obtaining the written authorization of the University Board. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

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

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

educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

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

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

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

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

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review and a final copy for 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 6E OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6e of the Code. The Academy shall comply with Part 6e and other parts of the Code that apply to Schools of Excellence. With the exception of Part 6a of the Code, the Academy shall comply with other provisions of the Code applicable to public school academies.

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. 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. 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. 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 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 Schools of Excellence. 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 Schools of Excellence. 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 Restated 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 Restated Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporate Division. 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 Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated 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 Revised Bylaws, and any subsequent or proposed changes to the Academy's Revised Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Revised Bylaws that violates or conflicts with Applicable Law or this Contract, that provision of the Academy Board's Revised 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 Academy 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 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 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 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 fails to work toward operating all of grades 9 to 12 within 6 years after issuance of this Contract, and has not entered into a matriculation agreement with another public school that provides grades 9 to 12;

h) 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

i) 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 560 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 561 of the Code, MCL 380.561, 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 561 of the Code, MCL 380.561 ("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 SCHOOLS OF EXCELLENCE

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. <u>The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan</u>. 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 agree and covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.9. 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 561 of the Code, MCL 380.561; or (ii) pursuant to a reconstitution by the University pursuant to Section 561 of the Code, MCL 380.561 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 owned 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. Initiative. 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 School of Excellence application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, 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 561 of the Code, MCL 380.561; or (ii) to undergo a reconstitution pursuant to

Section 561 of the Code, MCL 380.561, 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 553c. 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 553c of the Code, MCL 380.553c, 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. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy board 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 11.26. Disclosure of Information to Parents and Legal Guardians.

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 with which the Academy 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 11.27. <u>List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian</u>.

a) 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 the student, if 18 years of age, or 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, if 18 years of age, or 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 11.28. 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 11.29. 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 11.30. 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 11.31. 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 11.32. 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 11.33. 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 11.34. 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 11.35. 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: PrepNet
Attn: Michigan Preparatory Virtual School
3755 36th Street SE
Grand Rapids, MI 49512

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 6e of the Code or actions taken by the University Board as an authorizing body under Part 6e 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, 2020, and shall remain in full force and effect for five (5) years until June 30, 2025, 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 and in accordance with Part 6e of the Code.

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.

ARTICLE XIII

CYBER SCHOOL PROVISIONS

Section. 13.1. Specific Requirements for Cyber Schools. As a precondition to issuing this Contract, the Academy certifies and agrees that it meets or will meet all of the following conditions:

(a) Enrollment in the Academy is available to all pupils in this state;

(b) Offers some configuration of or all of grades kindergarten through twelve;

(c) The entity applying for the school of excellence that is a cyber school demonstrates experience in delivering a quality education program that improves pupil academic achievement. In determining whether this requirement has been met, the University Board has referred to the standards for quality online learning established by the national association of charter school authorizers or other similar nationally recognized standards for quality online learning, as determined necessary by the CSO Director;

(d) The Academy agrees to offer each pupil's family a computer and subsidizes the cost of internet access; and

(e) The enrollment in the Academy for this first year of operation shall not exceed 2,500 pupils.

Section 13.2. Fourth Year of Operation. With the prior approval of the CSO Director, the Academy may in the fourth year of operation expand its initial enrollment from 1,000 pupils to not more than 5,500 pupils if all of the following conditions are met:

(a) The Academy is in compliance with all the terms and conditions of this Contract, including the timely and accurate submission of documentation pursuant to the Master Calendar;

(b) By July 1, 2013, the Michigan Department of Education (Department) determined that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year does not exceed a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 state fiscal year;

(c) By July 1, 2014, the Department determined that the combined total statewide financial and audited membership for all pupils in membership in schools of excellence that are cyber schools for a fiscal year does not exceed a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 state fiscal year; and

(d) The Academy has the educational, financial, governance, and management resources and skills necessary for expanding educational offerings to a larger student population.

(e) If circumstances warrant the enrollment of more than 5,500 students, the CSO Director may approve enrollment of the additional students at his discretion.

Section 13.3. Fifth Year of Operation. With the prior approval of the CSO Director, the Academy may in the fifth year of operation expand its enrollment from 5,500 pupils to not more than 10,000 pupils, if all of the following conditions are met:

(a) The Academy is in compliance with the terms and conditions of this Contract, including the timely and accurate submission of documentation pursuant to the Master Calendar;

(b) By July 1, 2013, the Department determined that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year does not exceed a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 state fiscal year;

(c) By July 1, 2014, the Department determined that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year does not exceed a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 state fiscal year;

(d) By July 1, 2015, the Department determined that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year does not exceed a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 state fiscal year; and

(e) The Academy has the educational, financial, governance, and management resources and skills necessary for expanding educational offerings to a larger student population.

Section 13.4. Limitation on New Pupil Enrollment. Notwithstanding any other provision of this Article XIII, in the event that the Department determines on July 1, 2013, or on any

subsequent July 1st of any other year during the term of this Contract, that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 state fiscal year, then the Academy may not enroll any new pupils in the Academy in a school year that begins after that determination is made.

Section 13.5. Responsibilities of Cyber School Teacher. The Academy shall ensure that a certificated teacher, whether employed or contracted for from an Educational Service Provider, is responsible for all of the following for each course in which a pupil is enrolled:

(a) Improving learning by planned instruction;

(b) Diagnosing the pupil's learning needs;

(c) Assessing learning, assigning grades, and determining advancement; and

(d) Reporting outcomes to Academy administrators and parents or legal guardians.

Section 13.6. Minimum Instructional Hours. The Academy shall make educational services available to pupils for a minimum of at least 1,098 hours during a school year, and shall ensure that each pupil participates in the educational program for at least 1,098 hours during a school year.

Section 13.7. Monthly On-Line Department Reports. The Academy Board agrees to submit a monthly report to the Department, in the form and manner prescribed by the Department, that reports the number of pupils enrolled in the Academy during the immediately preceding month. The Academy ensures that a copy of the on-line report shall be made available to the Center upon request.

Section 13.8. Pupil/Parent Orientation. During the term of this Contract, the Academy Board shall ensure that, when a pupil enrolls in the Academy, the pupil and his or her parent or legal guardian are provided with a parent-student orientation in a form and manner determined by the Academy Board. If the pupil is at least age 18 or is an emancipated minor, the orientation may be provided to just the pupil.

[INTENTIONALLY LEFT BLANK]

As the designated representative of the Grand Valley State University Board of Trustees, I hereby authorize this issuance of a Contract to the Academy to operate a School of Excellence on the dates 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 this Contract.

MICHIGAN PREPARATORY VIRTUAL SCHOOL

By: _____
Academy Board President

SCHEDULE 1

METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION

GRAND VALLEY STATE UNIVERSITY
www.gvsu.edu

CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF GRAND VALLEY STATE UNIVERSITY ON JUNE 22, 2020:

Authorization of Michigan Preparatory Virtual School, Statewide Cyber (5 years)

WHEREAS, the Michigan Legislature has provided for the establishment of a School of Excellence that is a Cyber School ("School of Excellence") as part of the Michigan public school system by enacting Act Nos. 201 through 205 of the Public Acts of 2009; and

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

WHEREAS, the Michigan Legislature has mandated that a School of Excellence contract be issued on a competitive basis taking into consideration the resources available for the proposed School of Excellence, the population to be served by the proposed School of Excellence, the educational goals to be achieved by the proposed School of Excellence, and the applicant's track record, if any, in operating public school academies or other public schools; and

WHEREAS, the University Board, having received applications for organizing a School of Excellence, and having examined the ability of the proposed performance standards, proposed academic program, financial viability of the applicant, and the ability of the proposed School of Excellence board of directors to meet the contract goals and objectives;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Michigan Preparatory Virtual School ("Academy"), submitted under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), meets the University Board's requirements and the requirements of applicable law and 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 School of Excellence Board Members:

a. Initial School of Excellence Board Member Nominations and Appointments: As part of the School of Excellence application, the 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 School of Excellence Academy ("Academy Board"). 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 School of Excellence 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 School of Excellence 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:

TBD	1 year term expiring June 30, 2021
TBD	2 year term expiring June 30, 2022
Kristin Beltzer	2 year term expiring June 30, 2022
Mark Johnson	3 year term expiring June 30, 2023
Margaret Lancaster	3 year term expiring June 30, 2023

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.

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 22nd day of June 2020.

Matthew E. McLogan, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

BCS/CD-502 (Rev.10/08)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Date Received	(FOR BUREAU USE ONLY)
	$70 MC 20062690833362
JUN 30 2020 10:34	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
JUN 30 2020
ADMINISTRATOR CORPORATIONS DIVISION

Name:
Clark Hill, PLC c/o Joseph B. Urban

Address
151 S. Old Woodward Avenue, Suite 200

City	State	Zip Code
Birmingham	MI	48009

EFFECTIVE DATE:

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

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

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

ARTICLE I

The name of the corporation is: Michigan Preparatory Virtual Academy

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

ARTICLE II

The purposes for which the corporation is organized are:

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

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

ARTICLE III

1. The corporation is organized upon a Nonstock basis.

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

   Real Property: none

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

   Personal Property: none

   c. The corporation is to be financed under the following general plan:
      a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
      b. Federal funds.
      c. Donations
      d. Fees and charges permitted to be charged by public school academies.
      e. Other funds lawfully received.

   d. The corporation is organized on a Directorship basis.

ARTICLE IV

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

2. The address of the registered office is: 151 S. Old Woodward Avenue, Suite 200, Birmingham, MI 48009

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

_____, Michigan _____
(Street Address) (City) (ZIP Code)

ARTICLE V

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

Name	**Residence or Business Address**
Kristin Beltzer	5945 Buttonwood Dr. Haslett, MI 48840

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

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

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

   a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school

academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

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

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

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

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

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

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

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

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

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

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

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

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

# of Academy Board positions	# required for Quorum

Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

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

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

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

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

ARTICLE VIII

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

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

(i) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled.

(ii) Intentional infliction of harm on the corporation, its shareholders, or members.

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

(iv) An intentional criminal act.

(v) A liability imposed under section 497(a).

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

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

ARTICLE XIII

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

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

(ii) The volunteer was acting in good faith;

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

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

(v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed under section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

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

ARTICLE XIV

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

ARTICLE XV

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

I, the incorporator sign my name this 25th day of June, 2020.

Kristin Beltzer

Kristin Beltzer

SCHEDULE 3

BYLAWS

CONTRACT SCHEDULE 3
BY LAWS

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BYLAWS
OF
MICHIGAN PREPARATORY VIRTUAL SCHOOL

ARTICLE I
NAME

This organization shall be called Michigan Preparatory Virtual School (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 151 S. Old Woodward Avenue, Suite 200. The registered agent is Joseph B. Urban, Clark Hill PLC. 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 of persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. 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 depositors as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

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

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

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

ARTICLE VIII
CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal 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 Complied 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 25th day of June, 2020.

Margaret A.T. Lancaster

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 Preparatory Virtual School ("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: _____
Deborah M. Roberts, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: June 23, 2020

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2020 – June 30, 2021

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 11	Board Adopted 2020-2021 School Calendar/School Day Schedule.	CSO
July 11	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2020-2021.	CSO
July 11	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2020-2021.	CSO
July 11	Copy of Notice of Public Hearing for Annual Operating Budget for 2020-2021.	CSO
July 11	Budgeted Enrollment Number for 2010-2021.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2019-2020 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 2020-2021. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2020-2021.	CSO
August 3	Board Designated Legal Counsel for 2020-2021	CSO
August 3	School Safety Liaison for 2020-2021.	CSO
August 15	Special Education Data Report; Special Education Procedures; Section 504 Data Report. Use GVSU Templates located within the task in Epicenter.	CSO
August 29	4th Quarter Financial Statements – quarter ending 06/30.	CSO
September 6	GVSU Check Directions (Where do we send checks for the 2020-2021year?).	CSO
September 6	Updated Waitlist Number for 2020-2021.	CSO
September 6	Board approved Student Handbook 2020-2021.	CSO
September 6	Board approved Employee Handbook 2020-2021.	CSO
September 6	~~Copy of School Improvement Plan covering 2020-2021academic year.~~ * Not required for 2020-2021school year.	CSO
September 6	School Information Update- See Epicenter Task for template.	CSO
September 6	School Contacts Update Certification.	CSO
October 3	Completed PSA Insurance Questionnaires. See Epicenter Task for template.	CSO
October 3	Staff Roster (GVSU Format).	CSO
October 3	Annual Nonprofit Corporation Information Update for 2020.	CSO
October 3	Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information.	CSO
October 11	Unaudited Count Day Submission.	CSO
October 11	Criminal History Record Registration- New Schools.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 11	DS-4898 PSA Preliminary Pupil Membership Count for September 2020 Enrollment and Attendance for 1st & 2nd Year PSAs and Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 30	Audited Financial Statements for fiscal year ending June 30, 2020. (See MDE Website, www.michigan.gov/mde, for MDE due date.	CSO
October 30	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2020, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 30	Annual A-133 Single Audit for year ending June 30, 2020, is required if over $500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO
October 30	1st Quarter Financial Statements – quarter ending 09/30.	CSO
December 2	Special Education Population Data request sheet.	CSO
December 13	Transparency Page Update Certification.	CSO
January 10	Hylant Insurance Policy Submission.	CSO
January 13	Staff Roster (GVSU Format).	CSO
January 13	School Contacts Update Certification.	CSO
January 30	2nd 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
February 21	Unaudited Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools).	CSO
April 1	Special Education: Maintenance of Effort (MOE) Eligibility Test submitted through Catamaran. Please download PDF or Excel and submit.	CSO
April 27	3rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2020-2021. Must include board approved offered seat schedule.	CSO
June 4	Certificate of Boiler Inspection covering years 2021-2022.	CSO
June 27	Waitlist for 2021-2022.	CSO
June 27	Number of graduates in Class of 2021. Enter directly into Epicenter.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 27	Amount of scholarship dollars received for class of 2021. Enter directly into Epicenter.	CSO
June 27	Board Approved Amended Budget for 2020-2021fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2020-2021 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, 2021, independent financial audit.	CSO
June 27	Food service license expiring 04/30/2021.	CSO
June 27	Special Education Population Data request sheet.	CSO

Ongoing Reporting Requirements
July 1, 2020 – June 30, 2021

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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 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 2019-2020 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted *Amended* 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

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
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, 2020 – June 30, 2021

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).	CSO

Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	
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

Calendar of Additional Reporting Requirements and Critical Dates
July 1, 2020 – June 30, 2021

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 18-19.	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
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	Local Health Dept.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	allocation can be assessed if the immunization rate is not at 90% or above.	
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=/

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”

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("**Agreement**") by and between PrepNet, LLC, a Michigan limited liability corporation ("**PrepNet**"), and Michigan Preparatory Virtual School, a body corporate and public school academy (the "**School**") is effective the 1st day of July, 2020 (the "**Effective Date**"). For purposes of this Agreement, PrepNet and the School shall be referred to collectively as the "**Parties**."

RECITALS

WHEREAS, the School was issued a Charter Contract by Grand Valley State University Board of Trustees (the "**Authorizer**") to operate a public school academy that is a cyber-school pursuant to the Michigan Revised School Code (the "**Authorizing Law**"); and

WHEREAS, the Parties desire to work together to promote educational excellence and innovation based on PrepNet's school design, comprehensive educational program and management principles; and

WHEREAS, the Parties desire to set forth the terms and conditions of such a relationship in this Agreement;

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and benefits contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Services. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, the School hereby contracts with PrepNet for the provision of certain educational, business administration, facility, and management services, including without limitation, all labor, purchasing or procurement of equipment, technology, furniture, educational materials, and financing necessary for the provision of the same, as set forth herein (collectively, the "**Services**").

B. Charter Contract. This Agreement shall: (i) be subject to and comply with the terms and conditions of the Charter Contract and the School's Charter Application (collectively, the "**Charter**"); and (ii) not be construed to interfere with the constitutional, statutory, or fiduciary duties of the School's Board of Directors (the "**Board**"). PrepNet agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School's obligations under the Charter issued by the Authorizer. The provisions of the School's Charter shall supersede any competing or conflicting provisions contained in this Agreement.

C. Independent Contractor. PrepNet shall provide the Services as an independent contractor, and not as an employee, partner, agent, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of

PrepNet. Consistent with the status of an independent contractor, PrepNet reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with Board policy, applicable law and the Charter. PrepNet shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between the Parties is based solely on the terms and conditions of this Agreement, and the terms and conditions of any other written agreement between the Parties.

D. Designations and Appointments.

1. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the School (the "**CAO**") under the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq*. (the "**Budgeting and Accounting Act**") Notwithstanding any other provision of the Agreement to the contrary, the Board resolution shall designate PrepNet's chief financial officer, or such other PrepNet officer or employee as is mutually agreed upon by PrepNet and the Board, as the designated agent of the CAO to assist the CAO with the performance of the CAO's duties under the Budgeting and Accounting Act.

2. PrepNet, including its directors, officers, and employees are hereby designated as "School Officials" for purposes of the Family Educational Right and Privacy Act, and its implementing regulations, 20 U.S.C. §1232g *et seq*. (FERPA); 34 CFR § 99.31(a)(1)(i)(B). Additionally:

(a) PrepNet agrees that it shall observe Board policies and applicable law regarding the confidentiality of Covered Data and Information. Covered Data and Information ("**CDI**") includes paper and electronic student education record information and includes, without limitation, "education records" as defined under FERPA, 34 CFR § 99.1. CDI also includes any new records created and maintained by PrepNet under this Agreement using CDI.

(b) PrepNet shall not use or disclose CDI received from or on behalf of the School except as permitted or required by this Agreement and/or applicable law.

(c) Upon termination or other conclusion of this Agreement, PrepNet shall return all CDI to the School.

(d) PrepNet shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of, the School or its students. These measures will be extended by contract to include subcontractors used by the PrepNet.

(e) PrepNet, within two business days of discovery, shall report to the Board any use or disclosure of CDI not authorized by this

Agreement. PrepNet's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what PrepNet has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action PrepNet has taken or shall take to prevent future similar unauthorized use or disclosure. PrepNet shall provide such other information, including a written report, as reasonably requested by the Board.

3. PrepNet, its directors, officers, and employees may be designated by the School for other purposes by a written resolution of the Board.

E. Certain Prohibitive Conduct Regarding Personally Identifiable Information. Except as permitted under the code, PrepNet shall not sell or otherwise provide to any entity any personally identifiable information that is part of an Academy Student's education records.

F. Certain Prohibitive Conduct Regarding Academy Student Records. If PrepNet receives information that is part of an Academy Student's education records, PrepNet shall not sell or otherwise provide the information to any other person except as permitted under the Code.

For purposes of Paragraphs E and F above, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in sections 1136 of the Code, MCL 380.1136.

ARTICLE II

TERM & TERMINATION

A. Term. This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until the revocation, termination or expiration of the Charter currently in effect (the "**Term**"). The first school year of this Agreement shall commence July 1, 2020 to June 30, 2021, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination.

1. By PrepNet. PrepNet may terminate this Agreement prior to the end of the Term if the Board fails to remedy a material breach of this Agreement within thirty (30) days after receiving a notice from PrepNet of such breach. For purposes of this Subsection, a material breach (which for the sake of clarity is a default hereunder) includes, but is not limited to: (i) PrepNet's failure to timely receive any compensation or reimbursement required by this Agreement; or (ii) a suspension, termination, revocation, or non-renewal of the Charter.

2. By the School. The School may terminate this Agreement prior to the end of the Term if PrepNet fails to remedy a material breach of this Agreement within (30) days after receiving notice from the School of such breach. For purposes of this Subsection, a material breach

includes, but is not limited to: (i) PrepNet's failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) PrepNet's failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provided they do not violate the Charter, applicable law, or this Agreement; (iii) a receipt by the Board of an unsatisfactory report from PrepNet or an independent education consultant retained by the Board regarding the Services or the School's performance, provided the unsatisfactory performance cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementation would serve as grounds for suspension, termination, revocation, or non-renewal of the Charter; (v) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status; or (vi) any action or inaction by PrepNet that places the Charter in jeopardy of termination, suspension or revocation.

3. By Either Party. Either party may terminate this Agreement prior to the end of the Term, with or without cause, by providing the other party with at least ninety (90) days' prior written notice.

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

5. 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 State School Reform/Redesign Officer under Section 561 of the Code, MCL 380.561; or (ii) to undergo a reconstitution pursuant to Section 561 of the Code, MCL 380.561, and of the Contract Terms and Conditions, and such closure of an Academy 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 Academy site closure or reconstitution, with no cost or penalty to the Academy, and PrepNet shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

6. If this Agreement is terminated prior to the end of the Term other than as provided for in Article II(B)(4) of this Agreement, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

C. Effect of Termination. Upon the effective date of termination or expiration of this Agreement:

1. Subject to any provisions contained in a lease between the Parties, the Parties shall have the right to remove from the School any equipment or other assets owned or leased by the respective Party;

2. The School shall pay or reimburse PrepNet through the Fee (as defined below) for the prepaid portion of any expenses or liabilities incurred by PrepNet pursuant to the Budget as of the date of such termination or expiration, provided PrepNet supplies the School with documentation of all such expenses and liabilities; however, the Academy is not liable for any prepaid portions of any expenses or liabilities paid after the date of such termination or expiration

of this Agreement.

3. PrepNet may agree, in its sole discretion, to assist the School for a reasonable amount of time, not to exceed ninety (90) days, and for a reasonable fee, with the School's transition to another administrative, managerial, or services arrangement;

4. PrepNet shall, if applicable, reasonably assist the School in the execution of a closure and dissolution plan and cooperate in the closure and dissolution process, including without limitation, in any audits and court or other proceedings related thereto; and

5. The party to whom Confidential Information (as defined below) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement, and except where disclosure or retention is required by applicable law.

ARTICLE III

OBLIGATIONS OF PREPNET

A. Manager at Risk. PrepNet shall be responsible and accountable to the Board for providing the Services. During the Term, PrepNet shall provide the Services regardless of whether actual revenue meets the level projected in the Budget, and PrepNet hereby assumes the risk of funding shortfalls during the Term. Notwithstanding the foregoing, PrepNet is prohibited from expending any funds on Services in excess of the amount budgeted for Services as set forth in the Budget or Budget amendments approved by the Board.

B. Comprehensive Educational Program. The School has determined to adopt PrepNet's proprietary educational and academic programs and goals, as set forth in the Charter (the "**Educational Program**"). Subject to the oversight of the Board, PrepNet shall implement and administer the Educational Program. In the event that PrepNet reasonably determines that it is necessary or advisable to make material changes to the Educational Program, PrepNet shall inform the Board of the proposed changes and obtain the Board's approval before making such changes, as well as the Authorizer's approval if required by the Charter or applicable law. The Parties acknowledge and agree that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. Not less than annually or as reasonably requested by the Board, PrepNet shall provide the Board with a report detailing progress made on each of the educational goals set forth in the Educational Program. The school year calendar and the school day schedule shall be approved by the Board as required under the Charter.

C. All Children Welcome. PrepNet places a high value on diversity, and the School shall welcome students of all races, ethnicity, religion, gender and economic backgrounds.

D. Services to Students with Disabilities. PrepNet is responsible for providing services to students with disabilities at the School. PrepNet shall provide special education and related services, in conformity with the requirements of the Charter and applicable law, to students who attend the School.

E. Educational and Administrative Services. Subject to the oversight of the Board, PrepNet shall provide educational services and implement operational practices and procedures that are consistent with Board policies, the Charter and applicable law. Such practices and procedures shall include, but are not limited to:

1. Student recruitment and student admissions.

2. Student assessments, including testing, promotion, and retention.

3. The acquisition and delivery to the school of educational and instructional materials, equipment, furniture, technology, and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board and PrepNet.

4. Employment of personnel working at the School and management of all personnel functions, as set forth herein.

5. All aspects of the School's business administration, including the sourcing and provision of insurance as required by the Charter.

6. The provision of facilities or learning centers, as well as, all aspects of the School's accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.

7. Food service and transportation approved by the Board and PrepNet.

8. All aspects of facilities administration and maintenance.

9. Student behavior management and discipline.

F. Location of Services. Unless prohibited by the Charter or applicable law, PrepNet may provide the Services, including but not limited to, purchasing, professional development and administrative services, off-site.

G. Subcontracts. PrepNet reserves the right to subcontract any and all aspects of the Services. PrepNet shall not subcontract the oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board. Notwithstanding the foregoing, the Board specifically acknowledges and agrees that from time to time PrepNet may use third parties or independent contractors to assist in the creation and development of Educational Materials (as defined below) that may be used as a part of the

Educational Program.

H. Student Performance Standards and Evaluation. Consistent with the Charter and applicable law, PrepNet shall implement student performance evaluations that permit evaluation of the academic progress of each School student. PrepNet shall be responsible and accountable to the Board for the academic performance of students who are enrolled at the School. PrepNet shall utilize assessment strategies required by the Charter and applicable law. The Board and PrepNet shall cooperate in good faith to identify academic goals and methods to assess such academic performance. PrepNet shall provide the Board with timely reports regarding student performance.

I. Unusual Events. PrepNet shall timely notify the Board and the Administrator (as defined below) of any anticipated or known material: (i) health or safety issues, including all mandatory reporting required by applicable law; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact the School's ability to comply with the Charter, applicable law or this Agreement.

J. School Records. The financial and education records pertaining to the School (collectively, the "**School Records**"), are property of the School. Except as may be prohibited or limited by the Charter or applicable law, the School Records shall be available to the Board and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of public schools are subject to inspection and copying pursuant to applicable law. All School Records shall be physically or electronically available at the School's physical facility upon request made by the Board or the Authorizer. PrepNet's place of business located at 3755 36th Street SE, Suite 250, Grand Rapids, Michigan 49512 is hereby designated as the School's physical facility for purposes of maintaining financial and education records pertaining to the School. PrepNet shall provide the Board on a timely basis all information that is required to be disclosed under section 22f of the State School Aid Act of 1979, MCL 388.1622f.

On an annual basis, PrepNet agrees to provide the Board 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 Board shall make the information available on the School's website homepage, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 553c of the Code, MCL 380.553c shall have the same meaning in this Agreement.

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

K. Facility. PrepNet shall use reasonable efforts to secure facilities or learning centers to be leased or otherwise provided to the School on terms mutually agreeable to PrepNet and the Board. Obligations of the Board created under the terms of such lease, if any, are to be fulfilled by PrepNet unless otherwise agreed to in writing by PrepNet and the Board. Such facilities shall comply with the requirements of the Charter and applicable law. PrepNet shall also use reasonable efforts to cause such facilities to be furnished with equipment and technology as is reasonably

necessary to implement the Educational Program.

L. Educational Assets. PrepNet shall use reasonable efforts to cause any facilities or learning centers to be furnished with furniture, equipment, Educational Materials and computers and other technology ("Educational Assets") as is reasonably necessary to implement the Educational Program. Educational Assets that are not (i) leased by PrepNet, (ii) PrepNet Materials as defined in Article V below, or (iii) subject to third party security interest, shall be property of and owned by the School when resold to, delivered to, and placed into service at the School.

M. Legal Compliance. PrepNet will implement and enforce rules, regulations and procedures applicable to the School as adopted by the Board., if PrepNet shall implement the Educational Program in accordance with the Charter, applicable law and Board policies, including without limitation, rules, regulations, and policies regarding non-discrimination, discipline, special education, confidentiality and access to records.

N. Rules and Procedures. PrepNet will recommend to the Board reasonable rules, regulations, policies and/or procedures applicable to the School. The Board hereby authorizes and directs PrepNet to enforce such rules, regulations and procedures adopted by the Board, and to make such rules, regulations and procedures available to the public upon request.

O. Assistance to the Board. PrepNet shall cooperate with the Board and, to the extent consistent with the Charter and applicable law, timely furnish the Board with all documents and information necessary for the Board to properly perform its responsibilities under this Agreement.

P. Compliance with Academy's Contract. PrepNet 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 the 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.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Board Policies. The Board shall be responsible for the fiscal and academic policies of the School. The Board shall exercise good faith in considering the recommendations of PrepNet, including but not limited to, PrepNet's recommendations regarding policies, rules, regulations and the Budget (as defined below).

B. Academy Budget. The Board is responsible for establishing, approving and amending the Budget in accordance with the Budgeting and Accounting Act.

C. Governance Oversight. The Board shall provide leadership, governance and oversight of the School in accordance with the Charter and applicable law. The Board shall cooperate with PrepNet and, to the extent consistent with applicable law, timely furnish PrepNet all documents and information necessary for PrepNet to properly perform its responsibilities under

this Agreement.

D. Unusual Events. The Board shall timely notify PrepNet of any anticipated or known material: (i) health or safety issues; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact PrepNet's ability to comply with the Charter, applicable law, or this Agreement.

E. Retained Authority. The Board shall retain the authority to adopt reasonable policies in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the School.

ARTICLE V

EDUCATIONAL AND INTELLECTUAL PROPERTY

A. Definitions.

1. "**Educational Materials**" means all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests, and other curriculum-related materials licensed, developed or otherwise owned by the School or PrepNet.

2. "**Confidential Information**" means any confidential and non-public trade, technical or business knowledge, information and materials regarding the School or PrepNet (or their respective affiliates), which is given by one party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each party's or its affiliates' plans for market expansion, except for information which a party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other party's Confidential Information as required to be disclosed by law, rule or regulation or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the party required to disclose such information will reasonably cooperate with the party whose information is required to be disclosed in order to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the party disclosing such information or data.

B. School Materials. The School shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by the School as of the Effective Date; or (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by the School during the Term, provided such materials do not reference the PrepNet Materials (as defined below), or incorporate any Confidential Information of PrepNet, and (iv) purchased Educational Materials provided to the School by PrepNet and relating to the delivery of the Educational Program, including all changes and derivatives thereof (collectively, the "**School**

Materials"). The School Materials shall include all intellectual property rights associated therewith.

C. PrepNet Materials. PrepNet shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by PrepNet as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by PrepNet during the Term, provided such materials do not reference School Materials or incorporate any Confidential Information of the School; and (iii) any and all Educational Materials and non-curriculum materials provided to the School by PrepNet relating to the Educational Program, including all changes and derivatives thereof (collectively, the "**PrepNet Materials**").

D. Derivative Works. The Parties acknowledge that to the extent any Educational Materials created by the School are derivative of the PrepNet Materials, use of such derivative materials during the Term is subject to the license granted herein, and the license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.

E. No Transfer or Sale. The School acknowledges and agrees that PrepNet is not transferring or selling, and the School is not receiving, purchasing or acquiring, any intellectual property or proprietary rights in or to the PrepNet Materials.

F. Licenses. PrepNet hereby grants the School a non-exclusive, non-transferable license (without the right to sublicense) to use the PrepNet Materials, and any Educational Materials created by the School which are derivative of the PrepNet Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States. The School represents and warrants that during the Term, and following the expiration or termination of this Agreement, the School will not exploit or assist any third party to exploit any of the PrepNet Materials for commercial purposes. Subject to applicable law, the School grants PrepNet a non-exclusive, non-transferable license (without the right to sublicense) to use the School Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States.

G. PrepNet Marks. During the Term, PrepNet grants the School a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use PrepNet's trade name(s) and PrepNet's trademark(s) (the "**PrepNet Marks**") solely for the purposes of promoting and advertising the School. PrepNet shall have the opportunity to review and approve all artwork, copy or other materials utilizing the PrepNet Marks prior to any production or distribution thereof. All uses of the PrepNet Marks require PrepNet's prior written permission. The School shall acquire no rights in or to the PrepNet Marks, and all goodwill associated with the PrepNet Marks shall inure to the benefit of and remain with PrepNet. Upon expiration or termination of this Agreement, the School shall immediately discontinue use of the PrepNet Marks and shall remove the PrepNet Marks from its locations, vehicles, websites, telephone directory listings and all other written or electronic promotional materials.

H. Assignment. Each party shall, and hereby does assign to the other, with full title

guarantee and without additional compensation, such right, title and interest in and to any intellectual property as is necessary to fully affect the ownership provisions set out herein, and any accrued rights of action in respect thereof. Each party shall, if so requested by the other, execute all such documents and do all such other acts and things as may be reasonably required to comply with this Agreement to vest in the appropriate party all rights in the relevant intellectual property and shall procure execution by any named inventor of all such documents as may reasonably be required by the other party in connection with any related patent application.

ARTICLE VI

SOLICITATION AND USE OF PRIVATE FUNDS

PrepNet shall seek the Board's approval prior to soliciting any non-governmental grants, donations or contributions on behalf of the School. Any such funds received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any such funds subject to this Article that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE VII

FINANCIAL ARRANGEMENTS

A. Revenues. Except as provided herein, all monies received by the School shall be deposited in the School's depository account within three (3) business days with a financial institution acceptable to the Board; provided, however, that upon receipt of a notice from PrepNet, the School shall pay all such funds owing under this Agreement directly to the account or party specified in such notice. The signatories on the School depository account shall solely be Board members. Interest income earned on the School's depository account shall accrue to the School. Except as specifically excluded by this Agreement, the term "**Revenues**" shall include all funds received by or on behalf of the School, including but not limited to:

1. Funding for public school students enrolled at the School.

2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the School.

3. Gifted and talented funding provided by the federal and/or state government that is directly allocable to gifted and talented students enrolled at the School.

4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the School.

5. Funding provided by the federal and/or state government that is directly allocable to students enrolled at the School with limited English proficiency.

6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the School.

7. Grants and donations received by the School to support or carry out programs at the School (except to the extent PrepNet is not required or involved in soliciting, administering or managing the contribution and/or donation, in which case such funds shall be deposited in the Board Spending Account (as defined below)).

8. Fees charged to students as permitted by law for extra services provided by PrepNet as approved by the Board.

The expenditure of any Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of any Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article VI.

B. Budget. PrepNet shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Charter, the Budgeting and Accounting Act, and applicable law (the "**Budget**"). The Budget shall include all of the School's projected revenues and expenses at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. The Budget shall be submitted to the Board prior to June 1 for the next school year.

C. Review and Approval of Budget. The Board shall be responsible for reviewing and approving the Budget in accordance with the Charter and applicable law. At the request or recommendation PrepNet, the Board may consider amendments to the Budget. The Budget shall be amended from time to time as approved by the Board.

D. Board Spending Account. Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, the Board shall retain in an account controlled by the Board an amount equal to the lesser of: (i) 2% of state per pupil aid reflected in the Budget for that respective school year, or (ii) $35,000 (the "**Board Spending Account**"). The aforesaid amount shall be transferred to the Board Spending Account pro-rata during the course of the School's school year as Revenues are received. All funds in the Board Spending Account are the property of the School and may be used by the School at the discretion of the Board. Funds in the Board Spending Account that are not spent by the School during the school year shall carryover annually. Items purchased by PrepNet for the School and paid for by the School with funds from the Board Spending Account, such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the School. The property of the School excludes items leased, financed or purchased by PrepNet with the Fee (as defined below). PrepNet agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by PrepNet at the request of or on behalf of the School with funds from the Board Spending Account.

PrepNet, in making such purchases for the School pursuant to this subsection, shall comply with the Charter and applicable law, as if the School were making such purchases itself from a third party, and shall provide the Board, upon request, available documentation evidencing the costs associated with such purchases. PrepNet shall maintain a listing of all assets owned by the School and shall make the asset list available to the Board annually upon request.

E. Fee. PrepNet shall receive all Revenues as its services fee (the "**Fee**"), and shall apply the Revenues received from the School as follows: (i) to the Educational Asset Fee, from which PrepNet shall pay all obligations of the Educational Asset Payable until the obligations are fulfilled; (ii) to the rent obligation under the terms of the facility lease, if any, in accordance with Article III (K) herein; and (iii) to the Educational Services Fee from which it shall pay all operating costs of the School as detailed in the Budget. PrepNet and the Board acknowledge that operating costs includes an administrative fee payable to the Authorizer as set forth in the Charter. Payment of the Fee shall be made on the same frequency that the School receives its Revenues. PrepNet shall be entitled to retain as compensation for the Services the difference, if any, between the Fee and the amount actually expended by PrepNet in operation and/or management of the School during the School's fiscal year as reflected in the Budget approved by the Board. PrepNet agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by PrepNet and resold to the School at the request and on behalf of the School.

F. No Loans. PrepNet shall not make or extend loans to the Board that either bear interest or require the Board to repay any portion of the obligation with its own funds. The Educational Asset Payable (as defined below) is not a prohibited Loan under this Section.

G. Educational Asset Payable. The reselling of Educational Assets to the School by PrepNet shall create a non-interest bearing, non-recourse payable from the School to PrepNet ("**Educational Asset Payable**"). The Educational Asset Payable will be repaid by PrepNet from its Fee over the depreciable life of the underlying Educational Assets owned by the School. The Educational Asset Payable is not a Loan as prohibited by Section "F" of this section because neither the School nor the Board has any obligation to "repay" it from its funds. If the Services Agreement shall terminate for any reason, PrepNet shall be obligated to "forgive" the entire outstanding Educational Asset Payable balance as of the termination date.

H. Other Schools. The School acknowledges that PrepNet has entered into similar services agreements with other schools. PrepNet shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by PrepNet, and shall reflect in the School's financial records only those expenses incurred in the operation of the School. If PrepNet incurs expenses that are for both the benefit of the School and other schools assisted by PrepNet, then PrepNet shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the School, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis as is reasonably determined by PrepNet. In no event shall marketing and development costs incurred solely for the benefit of PrepNet (and not the School) be allocated to the School.

I. Financial Reporting. PrepNet shall provide the Board with:

1. At least annually, the Budget as required by this Agreement.

2. Monthly, financial statements no more than forty-five (45) days in arrears and at least one week prior to each Board meeting. These financial statements will include a Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balance at object level detail with a comparison of budget to actual revenue and expenditures and explanations of variances.

3. Quarterly, or as reasonably requested by the Board, a report on School operations and student performance.

4. As reasonably requested, other information to enable the Board to: (i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the Charter and applicable law.

J. Access to Financial Records. PrepNet shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of PrepNet, and shall retain all of the aforereferenced records according to the Charter and applicable law to which such books, accounts, and records relate. PrepNet and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law. All records shall be kept in accordance with applicable state and federal requirements.

K. Accounting Standards; Annual Audit.

1. The School shall at all times comply with generally accepted public sector accounting principles, accounting system requirements of the State School Aid Act of 1979, as amended, applicable Michigan Department of Education rules, and applicable law.

2. The Board shall select and retain an independent auditor to conduct an annual audit of the School's financial matters in accordance with the Charter and applicable law.

3. Subject to applicable law, all records in the possession or control of PrepNet that relate to the School, including but not limited to, financial records of the School, shall be made available to the School and the School's independent auditor upon request. The expense of the annual audit shall be included in the Budget.

L. Contributions; Repayment.

1. PrepNet shall make contributions to the School in the event School expenses for the Services exceed Revenues (the "**Contributions**"). The Contributions, if any, shall be in amounts acceptable to the Parties and, once made, shall be included in the Budget.

2. The School shall not be legally obligated to repay PrepNet for the Contributions. PrepNet's agreement to make such Contributions shall not

be deemed to negate or mitigate the need for the School to apply for or solicit state or federal start-up funds, grants or sub-grants which the School, as a public school, may be eligible to receive.

M. Other agreements between PrepNet and School will be separately documented and comply with Charter, applicable law and Authorizer policies.

ARTICLE VIII

PERSONNEL & TRAINING

A. Qualified Personnel. PrepNet shall select and hire qualified personnel to perform the Services. PrepNet shall have the responsibility and authority, subject to this Article, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget, the Charter and applicable law. Personnel assigned by PrepNet to work at the School shall be employees of PrepNet. PrepNet and the Board each shall be responsible for their respective employees, if any. However, the compensation of all employees working at the School shall be included in the Budget. Upon Board request, PrepNet shall disclose to the Board the level of compensation and fringe benefits provided by PrepNet to PrepNet employees working at the School. A criminal background check and unprofessional conduct search in compliance with applicable law shall be conditions for the hiring of or services provided by any person assigned by PrepNet under this Agreement to regularly and continuously work in any of the School's facilities or at program sites where the School delivers Services. PrepNet is responsible for and shall pay all salaries, wages, benefits, payroll and other taxes to or on account of its employees. The Academy shall not be liable for the payment of any such salaries, wages, benefits, payroll or taxes thereon for or on behalf of any PrepNet employee, contractor or agent. PrepNet acknowledges and agrees that it is the sole and exclusive responsibility of PrepNet to make the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed or engaged by PrepNet to provide Services under this Agreement. PrepNet shall conduct employee evaluations consistent with Section 1249 and 1250 of the Code.

B. School Administrator. The School administrator (the "**Administrator**") shall be an employee of PrepNet and not the Board. The duties and terms of the Administrator's employment shall be determined by PrepNet. The Administrator shall work with PrepNet in the operation and management of the School. The Administrator shall attend meetings of the Board and shall provide reports to the Board. The accountability of PrepNet to the School is an essential foundation of this Agreement. PrepNet shall have the authority, consistent with this Article, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the School. Without limiting the foregoing, PrepNet shall consult with the Board prior to the placement and/or removal of the Administrator. Absent compelling circumstances, the consultation shall commence at least ninety (90) days prior to PrepNet placing and/or removing the Administrator. PrepNet shall give due consideration to the input of the Board or the Board's designated representative prior to making a final decision regarding placement and/or removal of the Administrator. PrepNet shall remove the Administrator if the Board is reasonably dissatisfied with the Administrator's performance. Absent compelling

circumstances, however, the Board shall give PrepNet and the Administrator six (6) months to correct the basis for the Board's reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the Administrator the opportunity for growth and/or promotion within PrepNet.

As the employer, PrepNet shall be solely responsible for the performance evaluation of the Administrator. PrepNet shall seek feedback from the Board prior to completing an annual Administrator performance evaluation.

C. Teachers. PrepNet shall, consistent with this Article, assign to perform Services at the School, teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of PrepNet, be assigned to work at the School on a full or part time basis. If assigned to work at the School on a part time basis, the teacher(s) may also be assigned to work at other schools for which PrepNet provides services. The cost for such teacher(s) shall be shared proportionately among the schools at which PrepNet has assigned the teacher(s) to work. Each teacher assigned to work at the School shall hold a valid teaching certificate issued by the State Board of Education or applicable state agency to the extent required by the Authorizing Law.

D. Support Staff. PrepNet shall, consistent with this Article, assign to perform Services at the School, qualified support staff as needed for PrepNet to operate the School in an efficient manner. The support staff may, at the discretion of PrepNet, be assigned to work at the School on a full or part time basis. If assigned to work at the School on a part time basis, the support staff may be assigned to work at other schools for which PrepNet provides services. The cost for such support staff shall be shared proportionately among the schools at which PrepNet has assigned the support staff to work. An individual assigned to work at the School that is not teaching, but for which a license is required under applicable law, shall have the appropriate license.

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

F. Background Checks and Qualifications. PrepNet shall comply with applicable law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the School, the costs of which shall be included in the Budget.

G. Terms of Employment. No member of the staff at the School shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with PrepNet for the Services.

H. Limitations on Discretion. All decisions made by PrepNet, and any discretion exercised by PrepNet, in its selection, hiring, evaluation, assignment, discipline, transfer, and termination of personnel, shall be consistent with the Budget, the Charter, the parameters adopted

and included in the Educational Program, and applicable law.

ARTICLE IX

INDEMNIFICATION

A. Indemnification of Parties. To the extent not prohibited by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other (the "**Indemnified Party**"), harmless from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence or intentional misconduct of the indemnifying party, (ii) any action taken or not taken by the indemnifying party, or (iii) any noncompliance or breach by the indemnifying party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used herein, Indemnified Party shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. The Parties may purchase general liability, property, or other insurance policies. Notwithstanding anything in this Agreement to the contrary, the Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

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

ARTICLE X

INSURANCE

A. Insurance Coverage. PrepNet shall maintain such policies of insurance as required by the Charter for educational service providers, the Authorizers insurance carrier recommendations, and applicable law. Each party shall, upon request, present evidence to the

other that it maintains the requisite insurance in compliance with the provisions of this Article. In the event that the Authorizer's insurance carrier recommends any change in coverage, PrepNet agrees to comply with any change in the type and amount of coverage as requested by the Authorizer's insurance carrier within thirty (30) days after notice of the insurance coverage change is provided to PrepNet. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

B. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE XI

REPRESENTATIONS & WARRANTIES

A. Board and School. The Board represents and warrants, for itself and on behalf of the School, that: (i) it is legally vested with all power and authority necessary to operate a charter school under the Authorizing Law; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement, including without limitation, the power and authority to contract with a private entity for the provision of educational, business administration and management services; (iii) its actions have been duly and validly authorized, and it has adopted any and all resolutions or expenditure approvals required for the execution of this Agreement; and (iv) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting either the Board or the School, which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement**.**

B. PrepNet. PrepNet represents and warrants that: (i) it is a corporation in good standing and is authorized to conduct business in the State of Michigan; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement; (iii) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting PrepNet, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iv) it will comply with all registration and licensing requirements relating to conducting business under this Agreement, which the Board agrees to assist PrepNet in applying for such licenses and permits and in obtaining such approvals and consents.

ARTICLE XII

MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments hereto shall constitute the entire agreement of the Parties on the subject matter set forth herein. This Agreement supersedes and replaces any and all prior agreements and understandings regarding the subject matter set forth herein between the School and PrepNet.

B. Force Majeure. Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither party shall be liable for any delay in performance or inability

to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with provisions contained herein if sufficient grounds exist as provided in the Article governing termination.

C. State Governing Law; Waiver of Jury Trial. This Agreement shall be construed, interpreted, governed and enforced pursuant to the laws of the State of Michigan, without regard to its conflict-of-laws principles. The Parties hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either PrepNet or the School against the other.

D. Notices. All notices and other communications required by this Agreement shall be in writing and sent to the Parties at the facsimile number or address set forth below. Notice may be given by: (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice; (ii) certified or registered mail, postage prepaid, return receipt requested; or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. For purposes of the foregoing, "**personal delivery**" shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof. Notices to the School shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The addresses of the Parties for the purposes aforesaid, including the address of the initial Board President, are as follows:

The School:

Michigan Preparatory Virtual School
Attn: President, Board of Directors
c/o Joseph Urban, Clark Hill
151 S. Old Woodward, Suite 200
Birmingham, MI 48009
Telephone: 248.642.9692
Facsimile: 248.642.2174

WITH A COPY TO:

Joseph Urban, Board Attorney
Clark Hill
151 S. Old Woodward, Suite 200
Birmingham, MI 48009
Telephone: 248.642.9692
Facsimile: 248.642.2174

PrepNet:

PrepNet, LLC
Attn: Chief Financial Officer
3755 36th Street SE, Suite 250
Grand Rapids, MI 49512
Telephone: (616) 726-8900
Facsimile: (616) 726-8901

WITH A COPY TO:

McShane & Bowie
Attn: John R. Grant
1100 Campau Square Plaza
99 Monroe Ave., NW
Grand Rapids, MI 49501
Telephone: (616) 732-5013
Facsimile: (616) 732-5099

E. Assignment. PrepNet may assign this Agreement with the prior written approval of the Board and in a manner consistent with the Authorizer's policies.

F. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the School and PrepNet and in manner consistent with the Authorizer's policies.

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

H. Costs and Expenses. If any Party commences and action against another Party as a result of a breach or alleged breach of this Agreement, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorneys' fees and costs of suit.

I. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to PrepNet powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.

K. Compliance with Law. Each party will comply with the Charter and laws applicable to the performance of such party's obligations hereunder.

L. Time of Essence. The Parties understand and agree that time is of the essence in performing their respective responsibilities under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

PrepNet:

PrepNet, LLC
a Michigan limited liability corporation

By: _____

Its: President

School:

Michigan Preparatory Virtual School
a Michigan Public School Academy

By: _____

Its: Board President

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: June 25, 2020

Kristin Berger
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Michigan Preparatory Virtual School Board of Directors at a properly noticed open meeting held on the 25th day of June, 2020, at which a quorum was present.

Margaret A.T. Lancaster
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.

SCHEDULE 7-2
CURRICULUM

Michigan Prep Virtual will use the PrepNet Curriculum (attached link) which has been developed and implemented in it's 6 Michigan Schools over the past 12 years. This curriculum is aligned with Common Core State Standards, the Michigan High School Content Expectation's (HSCE), the ACT College Readiness Guidelines, and the Scholastic Aptitude Test (SAT), and, where appropriate, College Board and Next Generation Science standards.

These courses have been delivered in a blended format at the existing PrepNet school and are now in the process of being adjusted to a distance learning format. The Michigan Prep Virtual team will be taking this curriculum and further developing the courses to align with the iNACOL National Standard of Online Courses[1]

PrepNet's Curriculum undergoes a quarterly continuous improvement cycle where Curriculum Specialists, Curriculum Lead Teachers, and all teachers across the network meet to review student performance results, share best instructional practices, and modify implementation strategies to improve teaching and learning.

The following courses will be made available to Michigan Prep Virtual students in grades 7-12:

7th-8th Grade Core Academic Program

Subject Area	7th Grade	8th Grade
English	Concentrated English A	Concentrated English B
Math	Integrated Math A	Integrated Math B
Science	Life Science	Environmental Science
Social Studies	Early World History	Integrated American History
World Language	Spanish 1	Spanish 1 or 2
Visual Arts	Multicultural Art	Multicultural Art
Performing Arts	Beginning Band or Choir	Beginning Band or Choir
Physical Education/Health	Physical Education	Physical Education
Electives	Technology	Technology
Advisory/Moral Focus	7th Grade Advisory	8th Grade Advisory

[1] https://aurora-institute.org/wp-content/uploads/national-standards-for-quality-online-courses-v2.pdf

9th-12th Grade Core Academic Program

Subject Area	9th Grade	10th Grade	11th Grade	12th Grade
English	English 9 - 10	English 10 - 11	English 11	English 12
Math	Algebra 1 Geometry Algebra 2	Geometry Algebra 2 Pre-Calculus	Algebra 2 Pre-Calculus	Pre-Calculus Survey of College Math
Science	Biology	Chemistry	Human Anatomy	Human Anatomy
Social Studies	World History	Civics / Economics	US History	World Geography
World Language	Spanish 1 - 3	Spanish 2 - 3	Spanish 3	-
Visual Arts	Foundational Art	2D/3D Art Media Design	2D/3D Art MediaDesign	2D/3D Art Media Design
Performing Arts	Band Choir	Band Choir	Band Choir	Band Choir
Physical Education/Health	PE/Health	PE/Health	PE/Health	PE/Health
Electives	Programming Game Design Web Design	Programming Game Design Web Design	College Courses and Career Technical Pathways	College Courses andCareer Technical Pathways
Advisory/Moral Focus	9th Grade Advisory	10th Grade Advisory	11th Grade Advisory	12th Grade Advisory

Please see separate folder 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 guarding 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.

STAFF RESPONSIBILITIES

The following is a listing of the main positions that will be staffed at MPV including the responsibilities and qualification for the roles. These staff members will be employed by PrepNet. Some positions may be contracted labor.

Principal

Responsibilities:

- Hire and evaluate school staff.
- Develop and evaluate educational programs to ensure conformance to state, federal, school board and PrepNet standards.
- Develop and coordinate educational programs through meetings with staff, review of teachers' activities and issuance of directives.
- Confer with teachers, students, and parents concerning educational and behavioral problems in school.
- Establish and maintain relationships with colleges, community organizations, and other schools to coordinate educational services.
- Facilitate parent education and involvement.
- Requisition and allocate supplies, equipment and instructional material as needed.
- Direct preparation of class schedules, cumulative records and attendance reports.
- Monitor safety and security of students and staff.
- Monitor school budget and manage expenses.
- Develop and administer educational programs for students with mental or physical disabilities.

Qualifications:

- Must meet state requirements for the position.
- Master's degree (M.A.) or equivalent; or four to ten years related experience and/or training; or equivalent combination of education and experience.
- Demonstrated successful leadership as a school principal.
- Demonstrated successful teaching experience.
- Exhibited leadership in working with professional staff, students and the community.
- Must successfully complete criminal history and criminal background check.

Assistant Principal

Responsibilities:

- Assist the Principal in carrying out their duties.
- Lead the school in areas staff development and student/staff engagement and accountability.
- Oversee at-risk programming at the school.

Qualifications:

- Must meet state requirements for the position.
- Master's degree (M.A.) or equivalent; or four to ten years related experience and/or training; or equivalent combination of education and experience.
- Demonstrated successful leadership.
- Demonstrated successful teaching experience.
- Exhibited leadership in working with professional staff, students and the community.
- Must successfully complete criminal history and criminal background check.

Teacher

Responsibilities:

- Strategically plan the year's learning objectives.
- Model enthusiasm for learning.

- Teach the curriculum provided for the assigned courses.
- Provide thoughtfully-prepared, high-quality lessons each day.
- Vary instructional and assessment methods to meet the needs of students
- Develop materials as needed for all academic subjects to ensure excellent opportunities for students to master material.
- Assess student learning and check frequently for mastery of material.
- Provide parents/adult learning coaches with regular feedback regarding their student's progress through verbal contact, written contact, progress reports, report cards, and parent/teacher conferences.
- Clearly communicate office hours and various methods of contact
- Promote character development by establishing an atmosphere of integrity, high expectations, and sensitivity.
- Maintain a neat, orderly, functional, and engaging learning platform for students.
- Work effectively with the Curriculum Specialist team (where applicable) and the rest of the staff team.
- Follow the Student Discipline Policy and all other discipline policies.
- Grow professionally through further academic studies.
- Understand and support all aspects of the Employee Handbook and Benefit Plan Descriptions.
- Use SIS and LMS to record grades, report attendance, complete report cards, and access online educational materials.
- Provide daily and weekly opportunities to interact with students through a variety of communication channels and tools e.g. email, discussion boards, video conferences, phone conversations.
- Assist the Principal in other duties as requested.

Qualifications:

- Bachelor's Degree and appropriate Teaching Certificate/Licensure.
- Demonstrated ability to communicate and work effectively with parents.
- Demonstrated ability to adapt to individuals specific needs.
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community.
- Demonstrated ability to utilize varied teaching methodologies and virtual learning tools to accommodate students' unique learning styles.
- Demonstrated ability to evaluate tests and measurements of achievement.
- Demonstrated ability to work effectively as a team member.
- Must successfully complete criminal history and criminal background check.

Special Education Teacher

Responsibilities:

- Provide direct and indirect instruction.
- Provide long and short term planning that addresses individual needs of students.
- Evaluate students' progress.
- Teach a multi-model approach using a variety of virtual learning tools.
- Provide an inviting, exciting, innovative, learning environment.
- Establish and maintain classroom management procedures.
- Report directly to the Principal
- Prepare written reports accurately and submit in a timely manner.
- Effectively communicate with regular education teachers, parents and administrators to facilitate the IEPC procedure.
- Effectively consult with parents, students, teachers, and administration.
- Provide professional liaison between school and home when necessary.
- Remain current on rules set forth in special education law.
- Maintain privacy of student records and information.

Qualifications

- Michigan Special Education Certification.
- Demonstrated ability to communicate and work effectively with parents.

- Demonstrated ability to adapt to individuals specific needs.
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community.
- Demonstrated ability to utilize varied teaching methodologies and virtual learning tools to accommodate students' unique learning styles.
- Demonstrated ability to evaluate tests and measurements of achievement.
- Demonstrated ability to work effectively as a team member.
- Most successfully complete criminal history and criminal background check.

Registrar / Secretary

Responsibilities:

- Maintain and update record-keeping at the school.
- Answer phones.
- Maintain student counts.
- Maintain student database.
- Maintain student master schedule.
- Provide assistance to staff and students.
- Perform as a receptionist for the school.

Qualifications:

- Ability to word process and utilize a database accurately.
- Demonstrated ability to communicate and work effectively with staff and parents.
- Ability to adapt to constantly changing needs.
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff, and community.
- Must successfully complete criminal history and criminal background check.

Adult Learning Mentor

Responsibilities:

- Monitor daily lesson completion
- Provide an organized learning space
- Create and monitor weekly learning schedule with assistance from academic coach
- Record attendance as directed by the school
- Supervise synchronous learning sessions and other scheduled activities
- Review instructional feedback and assessment results
- Assist in creating educational development plan
- Communicate with teachers, academic coaches and other student staff

Qualifications:

- Ability to word process and navigate learning management system
- Must successfully complete criminal history and criminal background check.

Academic Coach

Responsibilities

- Assist in creating educational development plan
- Assist student in obtaining multiple learning resources
- Assist adult learning mentor in the creation of weekly learning schedule
- Assist with oversight and technical operations of virtual intervention activities with assigned students
- Manage record, materials and equipment
- Monitor assigned students engagement level
- Assist students with individual learning needs
- Assist with coordinating physical/mental health services when appropriate
- Coordinate regular communication with assigned students, staff and parents/adult learning coaches.
- Assist with proctoring examinations and other related tasks.

- Assist with recording grades, maintaining files and preparing reports.

Qualifications:

- Associate degree or equivalent coursework required, Bachelor's Degree and appropriate Teaching Certificate/Licensure, including requirements for "highly qualified"preferred
- Demonstrated ability to communicate and work effectively with parents.
- Demonstrated ability to adapt to individuals specific needs.
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community.
- Demonstrated ability to work effectively as a team member.
- Must successfully complete criminal history and criminal background check.

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. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;

b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;

c) an annual education report in accordance with the Code;

d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and

e) all tests required under Applicable Law.

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

Date: June 25, 2020

Kristin Berger
Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Michigan Preparatory Virtual School Board of Directors at a properly noticed open meeting held on the 25 day of June, 2020 at which a quorum was present.

Margaret A.T. Lancaster
Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

Admission and Enrollment Policy

Admission to the School shall be open to all age-appropriate children for grade levels offered in accordance with the School's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be limited to those students who are residents of the state, except a foreign exchange student. The Academy may choose not to accept a student who has been suspended, expelled, or otherwise released or excluded from his or her previous school for disciplinary reasons. The School Leader shall make the decision based on the circumstances involved.

The School will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed in the school.

It is the policy of the School Board that its educational service provider develop and implement practices and procedures that control the admission and enrollment of students, including public notice, lottery and random selection drawing to be used when the number of applicants exceed the number of available spaces for grades offered. Detailed application, lottery and admission practices and procedures shall be available to parents and the general public at the school office. The School Board will annually approve offered seats and maximum class size of the School.

References:
US Constitution, Fourteenth Amendment
Title IX of Education Amendments Act (20 USC 1681 et. seq.) The Civil Rights Act of 1964
The McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2]) Rehabilitation Act of 1973 (29 USC 791 et. seq.)
Equal Educational Opportunity Act of 1974 (20 USC 1703 et. seq.) The Americans with Disabilities Act of 1990 (42 USC 12101 et. seq.) Michigan Constitution
MCL 37.1101 et. seq.; 37.1402; 37.2402; 380.503 et. seq; 380.504 et. seq.; 380.1146; 380.1704
Admissions and Enrollment Practices & Procedures Homeless Child Practices & Procedures

Adopted: June 25, 2020

PREPNET
ADMISSIONS AND ENROLLMENT PRACTICES AND PROCEDURES:

The school will comply with all applicable federal and state laws related to admissions and enrollment.

Non-Discrimination

The school will not discriminate on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district.

Open Enrollment Period and Notice

The "**Open Enrollment Period**" shall be from the first day of school of the current school year until 5:00 p.m. on the last day of business in February of the current school year. Notice of the Open Enrollment Period and application process will be designed to inform the persons most likely to be interested in the school.

PrepNet and/or the school will provide notice of open enrollment by (a) printing a legal notice of the enrollment period in a local newspaper of general circulation; (b) mailing a written notice of the open enrollment period and an application to all families who inquire about school enrollment; (c) posting a written notice of the open enrollment period at the school; and (d) posting the application on the school's website. In addition, notice may also be provided by airing a public service announcement on local television.

As part of the enrollment process, the school staff will seek to meet with families, parents and students prior to the first day of school via parent and student orientation meetings. In this way, applicants and their parents will have the opportunity to become fully informed as to the nature and scope of the school, its curriculum, and requirements.

Application Procedures

Interested parties may obtain applications at:

- The school website
- PrepNet's website (www.prepnetschools.com)
- The offices of the school (phone, email, or in-person)

Applications will be mailed or faxed to anyone requesting an application by telephone.

For the current school year, applications for available seats will be filled in the order received, or added to the wait list in the order received and according to enrollment preference.

Applications for the subsequent school year are received during the Open Enrollment Period. If applications received exceed offered seats in any grade level ("over-subscribed grades"), a random selection process will take place for all grade levels including under-subscribed grade levels. If applications received are fewer than offered seats in each and every grade level ("under-subscribed grades"), all eligible applicants will be accepted and a random selection process will not be conducted.

All applications received after the Open Enrollment Period <u>will not</u> be eligible to participate in the random selection process, and will be added to the end of the accepted list if offered seats are still available after the random selection process, or to the resulting waiting list created at the time of the random selection process.

Accepted applicants must confirm their intent to attend the school within ten (10) business days of acceptance by returning the forms included in the Acceptance Packet. The school will attempt to contact parents reminding them of this obligation in order to enroll their child. After multiple unsuccessful attempts to reach accepted applicants, the student's seat will be forfeited and the student must re-apply.

If a newly-enrolled student does not attend the first day of school or call in to request an excused absence on the first day of school; the student will forfeit his/her registered status in the school and will no longer be enrolled. The school will attempt to contact all such students before de-enrolling.

Once students are enrolled and remain enrolled, they will remain eligible to be re-enrolled at the school for successive years without having to re-enter the random selection process. However, they will be requested to complete a re-enrollment form by the end of the Open Enrollment Period showing intent to re-enroll for the subsequent school year.

All applicants on a waiting list must resubmit an application for the following school year during the next Open Enrollment Period.

Random Selection Process

The random selection process shall be open to the public, and the school will notify all applicants of the time and place. A neutral third party will conduct the random selection process. This party will not be related to any student, staff member, or anyone applying to the school. Based on established enrollment preferences, names will be randomly selected until all offered seats have been filled. Any remaining names will be randomly selected to establish waiting list priority used to fill offered seats prior to and during the school year for which the student applied. After all eligible names have been randomly selected the school will add the names of applicants who submitted applications after the Open Enrollment Period in the order in which they were received, subject to established enrollment preference. The neutral third party will address any discrepancy that arises in the placement of students.

Class Size and Offered Seats

Class size and offered seats will be recommended by PrepNet and submitted to the school board of directors for approval, prior to the end of Open Enrollment each year. In order to make provision for re-enrolling students who indicate that they are coming back but do not return on the first day of school (attrition), and new students who have been accepted for offered seats but are absent without excuse on the first day of school (erosion), the school may over-subscribe grades. The number of students to be over-subscribed will be determined based on historical and forecasted attrition and erosion and must be approved by the school board of directors. In addition, course offerings and the number of course sections may fluctuate in the event the number of students enrolled warrants such adjustment. In no event will over-subscription, or fluctuations in the number of course sections result in a violation of any provision or limit contained within the school's charter or applicable law.

Enrollment Preferences

Enrollment preferences are in effect at all times of the application cycle. Preference is first given to currently enrolled students. Next preference is given to the following ordered categories of applicants:

1) Siblings of currently enrolled students;
2) Children of teachers and administrators;
3) Qualifying Students pursuant to matriculation agreements (if applicable);
4) Siblings of Qualifying Students (if applicable);
5) Students selected in the random selection process;
6) Siblings of students selected in the random selection process; and
7) All remaining applicants

If a student is selected for a grade level that still has offered seats available and the student has a sibling applying for a grade that no longer has offered seats available, the student will be accepted for his/her grade level and the

student's sibling will be placed on the waiting list for his/her grade level with sibling preference. Therefore, siblings in over-subscribed grades are not guaranteed a seat but are given preference on the wait list.

Procedural Steps

Step 1: Setup

A list with the name of each student who submitted an application during the Open Enrollment Period will be created. The list will include the information provided on the application form, including the student's name, grade level to which the student is applying, street address, whether the student has attended a matriculating school, and the names and grade levels of any siblings who are also applying for admission to the school or who currently attend the school.

Step 2: Admission of Applicants Applying for Under-Subscribed Grades

Applicants will be accepted in the under-subscribed grade. If the accepted student has siblings who are also applying for admission in an over-subscribed grade, a list will be formed of siblings applying for over-subscribed grade(s). These students will have first priority in the admission of over-subscribed grades.

Step 3: Admission of Applicants Applying for Over-Subscribed Grades

Applicants will be accepted in over-subscribed grades according to enrollment preference. If the number of applicants in a preference group exceeds the number of available seats, the applicants in this preference group will be randomly selected for admission and ranking on the wait list for the over-subscribed grade. From there, remaining applicants will continue to be drawn randomly (following remaining enrollment preference) until the wait list is complete.

Step 4: Applications Received After the Close of Open Enrollment

Applications received after the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received. Enrollment preference will continue to be in effect for wait list formation after the close of Open Enrollment. For example, if a qualifying student in an over-subscribed grade applies after the random selection process, his/her name will be inserted into the waiting list behind siblings of students selected in the random selection process but before remaining applicants on the wait list.

When a seat becomes available in a particular grade with a waiting list at any point in the application cycle, the available seat will be offered to the first student on the waiting list for that particular grade. The student on the wait list will have ten (10) business days to complete the enrollment process (with multiple contact attempts by the school) before the seat is forfeited and offered to the next student on the wait list.

Appeals

Any parent or guardian who wishes to contest or appeal any aspect of the random selection process may do so in writing to the school's board of directors sent to the school's address. Following receipt of the parent's written appeal, a representative of the school board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the school board of directors or its designee.

PREPNET
HOMELESS CHILD PRACTICES & PROCEDURES

1. PURPOSE

To remove barriers to the enrollment and retention in school of children and youth experiencing homelessness in compliance with the McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2]) ("McKinney-Vento Act").

2. PRACTICE

The school will adhere to the provisions of the McKinney-Vento Act and applicable state requirements to ensure that all identified Homeless Children and Unaccompanied Youth receive a free and appropriate education and meaningful opportunities to succeed in the school.

Definitions

"Homeless Child" - a child who does not have a fixed, regular, and adequate nighttime residence or whose primary nighttime location is in a public or private shelter designated to provide temporary living accommodations, or a place not designed for, or ordinarily used as regular sleeping accommodations for human beings. This definition includes a child who is:

- sharing the housing of other persons due to loss of housing, economic hardship or similar reason (sometimes referred to as double-up);
- living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- living in a car, park, public space, abandoned building, substandard housing, bus or train stations or similar settings;
- abandoned in hospitals;
- awaiting foster care placement (eligibility for services for children already placed in foster care should be discussed between the Liaison and the social service provider);
- a migratory child who qualifies as homeless because he or she is living in circumstances described above; or
- an Unaccompanied Youth.

"School of Origin" - the school the child attended when permanently housed or the school in which the child was last enrolled.

"Unaccompanied Youth" - a youth not in the physical custody of a parent or guardian.

3. APPLICABILITY

This document applies to all PrepNet schools.

4. RESPONSIBILITY

4.1 The school principal will designate a local homeless Liaison ("Liaison").

4.2 The Liaison will serve as one of the primary contacts between homeless families and school staff, district personnel, shelter workers, state coordinators for Homeless Children, public and private service providers in the community, housing and placement agencies, and other service providers.

4.3 The Liaison will:

- Identify and enroll Homeless Children;
- Ensure that Homeless Children and their families receive eligible educational services;
- Make referrals to health, mental health, dental, and other services;
- Inform parents/guardians of educational and related opportunities available to their children;
- Provide parents/guardians with meaningful opportunities to participate in their child's education;
- Inform parents/ guardians and Homeless Children of all transportation services, and assist them in accessing these services;
- Clearly communicate all required information in a form, manner, and language that is understandable;
- Ensure proper mediation of enrollment disputes according to the McKinney-Vento Act and complaint procedures;
- Disseminate public notice of the educational rights of Homeless Children;
- Conduct annual training for school personnel on possible indicators of homelessness, sensitivity in identifying Homeless Children, and procedures for reporting to the Liaison; and
- Record student information data (See Exhibit 6.1);

5. PROCEDURES

5.1 Identification

The burden is on the school to show that the child is not a Homeless Child. The Liaison, in collaboration with school personnel and community organizations, will identify Homeless Children, both in and out of school. Community organizations may include family and youth shelters, soup kitchens, motels, campgrounds, drop-in centers, welfare departments and other social service agencies, street outreach teams, faith-based organizations, truancy and attendance officers, local homeless coalitions, and legal services.

The Liaison must use the Student Residency Questionnaire ("SRQ") (Exhibit 6.2) upon enrollment and clearly describe current living arrangements of the child to determine whether the child meets the definition of a Homeless Child. Upon the receipt of an SRQ indicating potential homelessness, the Liaison will implement these practices and procedures document and ensure adherence with federal, state and PrepNet requirements.

5.2 School Selection

Homeless Children have the right to remain at their School of Origin or to attend any school that houses students who live in the attendance area in which they are actually living.

If the parent/guardian agrees, Homeless Children will remain at their School of Origin to the extent feasible. Homeless Children may remain at their School of Origin the entire time they are in transition and until the end of any academic year in which they become permanently housed. The same applies if they lose their housing between academic years.

Feasibility is a child-centered determination, based on the needs and interests of the particular child and the parent/guardian or child's wishes. Services that are required to be provided, including transportation and services under federal and other programs, shall not be considered in determining feasibility. Feasibility considerations may include:

- Safety of the child;
- Continuity of instruction;
- Likely area of family or child's future housing;
- Time remaining in the academic year;
- Anticipated length of stay in temporary living situation;
- School placement of siblings; or
- Whether the child has special needs that would render the commute harmful.

5.3 Enrollment

The school selected for enrollment must immediately enroll any Homeless Child. Unaccompanied Youth may either enroll themselves or be enrolled by a parent, non-parent caretaker, older sibling, or the Liaison. Enrollment may not be denied or delayed due to the lack of any document normally required for enrollment, any unpaid school fees, lack of uniforms or clothing that conforms to the school's dress code or any factor related to the child's living situation.

The school will coordinate the transfer of school records with other schools and contact the child's previous school to obtain school records. Initial placement of a child whose records are not immediately available will be made based on the child's age and information gathered from the child, parent, and previous schools or teachers. If no immunization records are available, the school office will refer students to the Liaison to assist with obtaining these records from state registries and/or community based clinics.

The school will excuse any tardiness or absence related to a Homeless Child's living situation when applying any school policy regarding tardiness or absences.

5.4 Services

The school must provide Homeless Children services comparable to services offered to other students in the school, including:

- Transportation;
- Title I;
- Educational services for which the student meets eligibility criteria, including special education and related services and programs for English language learners;
- School nutrition programs (the school will provide free meals to the Homeless Child as all Homeless Children are automatically eligible for free meals);
- Vocational and technical education programs;
- Gifted and talented programs; and
- Before- and after-school programs

<u>Transportation</u>

At a parent/guardian's request, the school will provide transportation to and from the School of Origin. The Liaison will coordinate these arrangements, which may include arrangements with the social service district. The school must provide the transportation for the entire time the child has a right to attend that school, as defined above, including during pending disputes. The length of the commute will only be considered in determining the *feasibility* of placement in the School of Origin based on potential harm to the child. Prior to selection of a school, the Liaison will inform the parent/guardian or Unaccompanied Youth of this right to transportation. Transportation disputes will not result in a Homeless Child missing school. If such a dispute arises, the school will arrange transportation and immediately bring the matter to the attention of the state authorities following the appropriate complaint procedures as detailed in this document.

Title I

Homeless Children are automatically eligible for Title I services. The school will reserve the necessary funds to provide services comparable to those provided to Title I students attending non-participating schools, including education related support services and removing barriers that prevent attendance. The Liaison and the Title I director at the PrepNet Service Center will develop the formula (based upon the per-pupil Title I expenditures) to use for determining the necessary funds to reserve.

The Title I director and the Liaison will ensure coordination between the Title I plan and the McKinney-Vento Act, including the academic assessment, reporting and accountability systems required by federal law and the U.S. Department of Education.

Educational Services

The school shall give evaluations of Homeless Children suspected of having a disability priority and coordinate the evaluation with the student's prior and subsequent schools, as necessary, to ensure timely completion of a full evaluation. When necessary, the school will expeditiously designate a surrogate parent for Homeless Children suspected of having a disability. The school will immediately implement the child's Individualized Education Program (IEP), if available, and promptly conduct any necessary IEP meetings or re-evaluations. If complete records are not available, IEP teams will use good judgment in choosing the best course of action, balancing procedural requirements and the provision of services in an attempt to avoid any disruption in services.

5.5 Complaint and Dispute Resolution

The following steps and procedures should take place in resolving disputes regarding enrollment, school placement, or services.

Complaint

- A complaint is an oral or written and signed statement alleging the violation of a federal or state law, rule, or, regulation. The complaint must allege a violation that occurred not more than one (1) year prior to the date that the complaint is received, unless a longer period is reasonable because the violation is considered systemic or ongoing.
- Parents, teachers, administrators, or other concerned individuals or organizations may file a complaint ("Complainant"). Faculty and staff with knowledge of a complaint must refer the Complainant to the Liaison.
- The Complainant may submit the complaint in writing to the Liaison, using the attached Complaint Resolution Initiation Form (Exhibit 6.3). The Complainant may choose to initiate the complaint orally.

Role of School

- Immediately enroll the child in the school preferred by the person(s) bringing the complaint.
- Provide all educational services for which the child is eligible, pending resolution of the dispute.

Role of Liaison

- After receipt of the complaint, the Liaison must provide a written explanation of the school placement decision and/or provided services to the Complainant and discuss the complaint with the Complainant.
- If the Liaison does not resolve the dispute, the Complainant may forward it to the school principal. The Complainant has a right to obtain assistance from advocates or attorneys in addressing a complaint.
- The Liaison will carry out the dispute resolution in an expeditious manner and will provide the Complainant these written procedures, including the appeal procedures outlined below.
- In the event the school is unable to resolve the complaint, the Complainant may pursue the applicable appeal procedure(s).

Appeal Procedures

If the dispute is not resolved at the school level, the Complainant may direct the complaint to the Michigan Department of Education. Complaints made under this process must be in writing and signed by the Complainant.

Address the complaint to the following address:

- State Homeless Coordinator, Office of Field Services, Michigan Department of Education, P.O. Box 30008, Lansing, MI 48909.

The complaint should include:

- the name, address, and telephone number of the person filing the appeal;
- the relationship or connection of the person to the child in question;
- the name and age of the child involved;
- the name of the school and school personnel involved in the complaint;
- the federal requirement alleged to have been violated;
- a description of the situation that prompted the complaint;
- a description of the attempts that were made to solve the issue; and
- the relief the person is seeking.

The State Homeless Coordinator will gather needed information from statements of the parties involved and will forward the information to the Director of the Office of Field Services along with a recommendation of resolution or for further investigation.

Within 30 days after receiving a complaint, the Director of the Office of Field Services will recommend a resolution and will inform interested parties in writing of the decision.

If a Complainant or one of the parties involved in the complaint disagrees with the decision, that party may, within 10 working days, appeal to the Deputy Superintendent. This appeal must be in writing and state why the party disagrees with the decision of the Director of the Office of Field Services.

Within 30 days after receiving an appeal, the Deputy Superintendent will render a final administrative decision and notify the Complainant and the school in writing.

If the party disagrees with the decision of the Deputy Superintendent, the party may request a review of the decision by the United States Secretary of Education in accordance with 34 CFR Part 299.11.

6. EXHIBITS

6.1 Student Information System

6.2 Student Residency Questionnaire

6.3 Complaint Resolution Initiation Form

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Schedule 7-6
SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the Charter Schools Office.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours under the Code and the Act. The Academy Board must submit the school days schedule to the Charter Schools Office prior to the commencement of each academic year.

School Calendar

As a public charter school, Michigan Prep Virtual will provide educational services to students for a minimum of 1,098 hours during the regular school year as required by Michigan statute (MCL 380.553a).

2020-21 School Calendar

August 2020

S	M	T	W	R	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	10th-14th: New Teacher Summit
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	24th-28th: New Teacher Training

September 2020

S	M	T	W	R	F	S	
30	*31*	1	2	3	4	5	31st-4th: All Staff Training
6	7	**8**	9	10	11	12	7th: No School (Labor Day) **8th: First Day**
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

October 2020

S	M	T	W	R	F	S	
				1	2	3	
4	5	6	**7**	8	9	10	5th: Half Day (Regional PD) *7th: Count Day*
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	30th: Half Day (Teacher In-Service)

November 2020

S	M	T	W	R	F	S	
1	2 [1]	3	4	5	6	7	5th: Half Day (Parent-Teacher Conferences) 6th: Half Day (Teacher PD)
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	25th-27th: No School (Thanksgiving Break)
29	30						

December 2020

S	M	T	W	R	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	9th: Half Day (Regional PD)
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	21st-31st: No School (Winter Break)
27	28	29	30	31			

January 2021

S	M	T	W	R	F	S	
					1	2	1st-3rd: No School (Winter Break cont'd)
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	18th: No School (MLK Day) 20th-22nd: Half Days (Exams)
24	25	26	27	28	29	30	

February 2021

S	M	T	W	R	F	S	
31	1	2	3	4	5	6	
7	8	9	***10***	11	12	13	*10th: Count Day*
14	15	16	17	18	19	20	15th: No School (Regional PD)
21	22	23	24	25	26	27	26th: No School*
28							

March 2021

S	M	T	W	R	F	S	
	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	26th: Half Day (Teacher In-Service)
28	29	30	31				

April 2021

S	M	T	W	R	F	S	
				1	2	3	1st: Half Day (Parent-Teacher Conferences) 2nd: No School (Parent-Teacher Conferences)
4	5	6	7	8	9	10	5th-9th: No School (Spring Break)
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	*1*	26th: Half Day (Regional PD)

May 2021

S	M	T	W	R	F	S	
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						31st: No School (Memorial Day)

June 2021

S	M	T	W	R	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	**18**	19	16th-18th: Half Day (Exams); **18th: Last Day**
20	21	22	23	24	25	26	
27	28	29	30				28th: Summer Academy begins

July 2021

S	M	T	W	R	F	S	
				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	

** Half-day if needed to make up excess snow days*

Regular School Day	
Half Day	
No School	

Minimum Instructional Days:	180
Minimum Instructional Hours:	1,098
Scheduled Instructional Days:	181
Scheduled Instructional Hours:	1,148

Summer Academy Start	6/28/2021
Summer Academy End	8/5/2021

Sample School Day Schedule

Draft Schedule-Synchronous	
9:00-9:15	Academic Coach Check-In: Attendance, Connection, Celebration, Challenge, Daily Goal Overview
9:15-10:00	Course 1
10:05-10:50	Course 2
10:55-11:35	Movement/Social Emotional Learning Activity/Enrichment
11:40-12:00	Lunch
12:05-12:50	Course 3
1:00-1:45	Course 4
1:55-2:30	ELA Intervention/Enrichment Self Guided Practice
2:35-3:00	Math Intervention/Enrichment Self Guided practice
3:00-3:15	Academic Coach Check in #2-Goal Review/Adjustment/Homework Prep
3:15-4:00	Homework Block 1
4:05-4:50	Homework Block 2
4:50-5:00	Challenge/Celebration Log

Draft Schedule- Asynchronous	
9:00-9:15	Academic Coach/Learning Mentor Check In #1
9:15-10:00	Virtual Teacher Check In
10:05-10:50	Self Paced Work
10:55-11:35	Movement/Social Emotional Learning Activity
11:40-12:00	Lunch
12:05-12:50	Virtual Teacher Check In
1:00-1:45	Self Paced Work
1:55-2:30	Academic Coach/Learning Mentor Check In #2
2:35-3:00	Self Paced Work

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

Schedule 7-7
AGE AND GRADE RANGE OF PUPILS

The Academy plans to open in the fall of 2020 with 7th through 12th grades, and may add Kindergarten through grade 6 in the future with the approval of Grand Valley State University.

The Academy will comply with Applicable Law, and Terms and Conditions of this Contract, regarding the age or grade range of students.

SCHEDULE 7-8

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

N/A- Michigan Preparatory Virtual School is a statewide cyber academy.